

**366TH CONTRACTING SQUADRON**

**MOUNTAIN HOME AFB**

**CONSTRUCTION SOLICITATION PACKAGE**

**OFFERS ARE SOLICITED FOR: Repair JP-8 Fuel Tanks**

**SOLICITATION NUMBER: F10603-00-R0008**

Please be sure to read this entire package.

NOTE: In order to submit an offer the SF Form 1442; Part I - The Schedule, Section B; Part IV - Representations and Instructions, Section K; and bonds, if applicable, must be completed and returned to the **366<sup>TH</sup> Contracting Squadron, 366 Gunfighter Avenue, Suite 498, Mountain Home AFB, ID 83648**. Special attention is invited to sections L and M of the Request for Proposal (RFP). The Representations and Instructions, Section K of this solicitation must be completed. This section sets forth, specific information on eligibility requirements for this acquisition.

Original proposal must be submitted. See Section L-M of the RFP for guidance on the contents of your proposal.

A Site Visit is scheduled for **14 Mar 2000** at 10:00 A.M. Local Time at the 366<sup>TH</sup> Contracting Squadron.

Any questions concerning this acquisition may be addressed to the individual named in Block 9A on the SF 1442, Solicitation, Offer and Award.

Please use the attached Offeror's Checklist in preparing your offer.

## **INFORMATION TO OFFERORS**

1. Offerors are cautioned that they must complete the Representations and Certifications in Section "K" of the solicitation.
2. Offerors must use the revised Standard Form 24, titled "Bid Bond," dated Jan 1990. The previous editions are not acceptable.
3. Offerors are notified that only one prebid site visit will be scheduled.
4. Offerors are notified that a contractor identification number (currently the DUNS number) is required in Block 14 of the Standard Form 1442. If the bidder does not have a CAGE code, then the completion and submittal of DD Form 2051 with the proposal package is required. See attached.
5. Offerors are reminded that their name, title, signature, and date of offer (Blocks 20A, 20B, and 20C of the SF 1442) must be completed.

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### **CAUTION TO OFFERORS**

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Federal Express "Next Day" or "Overnight" Service OFTEN DOES NOT REACH MOUNTAIN HOME AFB UNTIL AFTER 4:00 P.M. DAILY. Ensure adequate time is allowed so bid packages arrive prior to the official bid opening time required herein.

## OFFEROR'S CHECKLIST

An offer consists of:

- a. Completed Standard Form 1442, Solicitation, Offer and Award
- b. Completed Offer Schedule (if applicable)
- c. Offer Guarantee (See Special Contract Requirements in Solicitation.)
- d. Completed Representations and Certifications (Note bold print items.)
- e. Completed Performance Information

The following is a list of actions that should be used to preclude irregularities, which have occurred in the past. Offerors are encouraged to use this checklist when filling out their offer.

### PLEASE CHECK

- a. Have amendments to the Proposal been acknowledged in the space provided on the offer form? If not, acknowledgment must be prior to the closing date. \_\_\_\_\_
- b. Have prices been inserted for all items of the offer schedule? \_\_\_\_\_
- c. Have all prices and computations been checked? \_\_\_\_\_
- d. Is the offer submitted on the latest Offer Schedule? \_\_\_\_\_
- e. Are decimal points in prices in proper places? \_\_\_\_\_
- f. Have you checked for transposition of figures in prices inserted on the offer schedule? \_\_\_\_\_
- g. Is the offer dated and signed? If so, is it signed by a person legally authorized to bind the offeror? Is the offeror's address included? \_\_\_\_\_
- h. If an agent signs the offer, is legal evidence of his authority included with the offer? \_\_\_\_\_
- i. Is the specified offer guarantee on Standard Form 24 included with an offer over \$25,000.00? \_\_\_\_\_
- j. Is the offer guarantee completely and properly executed with date not prior to date of the related offer, signed by principal, surety corporate certificates executed, copy of Power of Attorney, seals affixed, as instructed on reverse of Standard For 24 for offers over \$25,000.00? \_\_\_\_\_

k. If you are using Individual Sureties to comply with the bonding requirements set forth in this solicitation, have you insured that all requirements set forth in this solicitation as pertains to Individual Surety acceptability been met? \_\_\_\_\_

l. Has the completed Optional Form 17 been placed on outside of envelope or envelope marked per instructions contained on the form? \_\_\_\_\_

m. Have the appropriate boxes been checked in Representations and Certifications included in the Proposal? \_\_\_\_\_

n. Is the DUNS number included in Item 14, Standard Form 1442? \_\_\_\_\_

o. Is the CAGE Code (Commercial and Government Entity) number included in Item 14, SF 1442? \_\_\_\_\_

p. Is Employer ID number included in Item 14, SF 1442? \_\_\_\_\_

q. Have you completed registration in the Central Contractor Registration (CCR) database? See Page 55 of the RFP Solicitation. \_\_\_\_\_

CAUTION: Offers which are qualified by the offeror or incomplete may be considered NON-RESPONSIVE.

SOLICITATION , OFFER AND AWARD  (Construction, Alteration, or Repair)	1. SOLICITATION NO.  F10603-00-R0008	2. TYPE OF SOLICITATION  <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  29 Feb 2000	PAGE OF PAGES  1 62
IMPORTANT - The 'offer' section on the reverse must be fully completed by the offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.  FQ4897-0021-0200	6. PROJECT NO.  REPAIR JP-8 FUEL TANKS		
7. ISSUED BY  366 CONTRACTING SQUADRON/LGCC 366 GUNFIGHTER AVENUE SUITE 498 MOUNTAIN HOME AFB ID 83648		8. ADDRESS OFFER TO  366 CONTRACTING SQUADRON/LGCC 366 GUNFIGHTER AVENUE SUITE 498 MOUNTAIN HOME AFB ID 83648  DO: UNRATED SIC CODE: 1799 SIZE STD: \$7,000,000		
9. FOR INFORMATION CALL:	A. NAME BUYER: Mike Sharpe 366 CONS/LGCC	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 208-828-3111		
SOLICITATION				
NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)  SEE SCHEDULE. ENTER PRICES IN SECTION B. USE TYPEWRITER OR BLACK INK.  PLEASE ENTER YOUR CAGE CODE, TAX IDENTIFICATION NUMBER (TIN), AND DUNS NUMBER IN BLOCK 14 ON THE REVERSE OF THIS FORM.  A NOTICE TO PROCEED WILL BE ISSUED NO LATER THAN 60 CALENDAR DAYS FROM AWARD OF THE CONTRACT.  <b>LACK OF REGISTRATION IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE WILL MAKE AN OFFEROR INELIGIBLE FOR AWARD. SEE PAGE 26 OF THE SOLICITATION PACKAGE.</b>  THIS ACQUISITION IS UNRESTRICTED.  THIS SOLICITATION WILL RESULT IN THE AWARD OF A "BEST VALUE" CONTRACT. DISCUSSION OF OFFER: THE GOVERNMENT MAY AWARD A CONTRACT, BASED SOLELY ON INITIAL OFFERS RECEIVED, WITHOUT DISCUSSION OF SUCH OFFER. ACCORDINGLY, EACH INITIAL OFFER SHOULD BE SUBMITTED ON THE MOST FAVORABLE TERMS FROM BOTH A PRICE AND PERFORMANCE STANDPOINT.  SITE VISIT: SITE VISIT WILL BE HELD ON 14 Mar 2000 AT 10:00 AM LOCAL TIME. ONLY ONE SITE VISIT WILL BE HELD. LOCATION: 366 <sup>TH</sup> CONTRACTING SQUADRON, 366 GUNFIGHTER AVENUE SUITE 498, MOUNTAIN HOME AFB, IDAHO.				
11. The Contractor shall begin performance within 10 calendar days and complete it within 240 calendar days after Receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See * I100 FAR 52.211-10.)				
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If 'YES', indicate within how many days after award in item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS  020	
13. ADDITIONAL SOLICITATION REQUIREMENTS:  A. Sealed offers in original and 01 copy to perform the work required are due at the place specified in item 8 by <b>4:30 PM LOCAL TIME, 29 MAR 2000</b> . If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.  B. An offer guarantee <input checked="" type="checkbox"/> IS, <input type="checkbox"/> IS NOT REQUIRED.  C. ALL offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation full text or by reference.  D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will be considered nonresponsive and will be rejected.				

OFFER (Must be fully completed by offeror)									
14. NAME AND ADDRESS OF OFFEROR (Include Zip Code)					15. TELEPHONE NO. (Include Area Code) (				
					16. REMITTANCE ADDRESS (Include only if different Than item 14)  SAME AS Block 14				
CODE			FACILITY CODE						
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the government in writing within ____calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirements stated in item 13D. Failure to insert any number means offeror accepts the minimum in item 13D).									
AMOUNTS									
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)									
AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20B. SIGNATURE			20C. OFFER DATE	
21. ITEMS ACCEPTED:									
22. AMOUNT			23. ACCOUNTING AND APPROPRIATION DATA						
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >>				ITEM 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  <input type="checkbox"/> 10 USC 2304@() <input type="checkbox"/> 41 USC 253@()				
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY				
366 CONTRACTING SQUADRON/LGCC 366 GUNFIGHTER AVENUE SUITE 498 MOUNTAIN HOME AFB ID 83648-5296					DFAS-SB OPERATING LOCATION 1111 E MILL STREET SAN BERNADINO CA 92408				
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
28. <input type="checkbox"/> NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ____ copy(s) to issuing office). Contractor agrees to furnish and deliver all work, requisitions Identified on this form and any continuation sheets for Consideration slated in this contract. The rights and obligations of the parties to this contract shall governed by (a) this Contract award, (b) the solicitations, and © the clauses, Representations, certifications, and specifications or Incorporated by reference in or attached to this contract.					29. <input type="checkbox"/> AWARD (Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the government solicitation and your offer and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)					31A. NAME OF CONTRACTING OFFICER (Type or print)				
30B. SIGNATURE			30C. DATE		31B. UNITED STATES OF AMERICA			31C. AWARD DATE	

**CONSTRUCTION RFP**

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PART I - THE SCHEDULE  
SECTION B  
SUPPLIES OR SERVICE AND PRICES/COSTS

The Contractor shall provide all labor, supplies, materials, supervision, transportation, equipment, and all else necessary to repair JP-8 Fuel Tanks in strict accordance with the specifications, drawings and contract documents.

Item	Description	Estimated Quantity	Unit of Measure	Unit Price	Amount
0001	Inspect interior for weak welds/structural deficiencies. Steel stiffeners within and around walls of tank shall be seal welded on both sides to close gaps between surfaces.	1	LS	_____	_____
0002	Sandblast the tanks interior walls, floors, and ceiling to remove all rust and scale.	1	LS	_____	_____
0003	Coat interior walls, floors, and ceiling with an epoxy coating.	1	LS	_____	_____

**NOTE:** Performance period shall be for 240 calendar days.

**NOTE:** Offer prices must be submitted for all items shown on the offer schedule. Failure to submit an offer on any item will render your offer non-responsive and cause the offer to be rejected.

**NOTE:** Offeror's attention is invited to the insurance requirement contained in this solicitation. Evidence of required coverage for the prime contractor must be furnished prior to beginning work.

**NOTE:** Offeror's attention is invited to Contract Clause 52.211-12 entitled "Liquidated Damages."

**NOTE:** Any reference to any equipment, material, article, or patented process by trade name, make, or catalog number shall be regarded as establishing a standard of quality only.



B-1. **CLAUSES AND PROVISIONS**

- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.
- (c) **Sections K, L and M will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.**

**PART I - THE SCHEDULE**  
**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C-1. SPECIFICATIONS, STANDARDS AND DRAWINGS**

Specifications, standards or drawings (as applicable) are furnished/listed below:

<b><u>ITEM NR</u></b>	<b><u>SPECIFICATIONS, STANDARDS AND/OR ATTACHMENTS</u></b>
0001	TECHNICAL SPECIFICATIONS FOR REPAIR JP-8 FUEL TANKS, MTH 99-0020, DATED MAY 19, 1999
0002	DRAWINGS FOR REPAIR JP-8 FUEL TANKS, MH 400-99, 2 SHEETS, DATED 19 MAY 1999
0003	DRAWINGS FOR REPAIR JP-8 FUEL TANKS, MH 400-100, 2 SHEETS, DATED 19 MAY 1999
0004	DRAWINGS FOR REPAIR JP-8 FUEL TANKS, MH 400-101, 2 SHEETS, DATED 19 MAY 1999

**PART I - THE SCHEDULE**  
**SECTION E**  
**INSPECTION AND ACCEPTANCE**

E-18.       **52.246-12**       **INSPECTION OF CONSTRUCTION**       AUG 1996  
(IAW FAR 46.312)

E-34.       **INSPECTION AND ACCEPTANCE**  
(IAW FAR 46.401(b) and 46.503)

Inspection and acceptance will be at destination(s) specified in Section "B" hereof.

**EL-1. DESIGNATION OF GOVERNMENT INSPECTOR (ACCR 89-2, CHAPTER 2)**

The Base Civil Engineer or his authorized representative is designated as the representative of the contracting Officer for the purpose of technical surveillance of the workmanship and inspection of materials for work being performed under this contract. **This designation in no way authorizes anyone other than the contracting officer to commit the Government to changes in the terms of the contract.**

**PART I - THE SCHEDULE**  
**SECTION F**  
**DELIVERIES OR PERFORMANCE**

F-20.	<b>52.211-12</b>	<b>LIQUIDATED DAMAGES--CONSTRUCTION</b> (IAW FAR 11.504(b))	APR 1984
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For the purposes of this clause the blank(s) are completed as follows:

(a) the sum of **\$305.73** for the first day of delay and **\$230.73** for each day thereafter.

F-25. **52.211-18 VARIATION IN ESTIMATED QUANTITY** APR 1984  
(IAW FAR 11.703(c))

## F-800. HOLIDAYS

The following Federal legal holidays are observed by this base:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

**NOTE:** Any of the above holidays falling on a Saturday will be observed on the proceeding Friday, holidays falling on a Sunday will be observed on the following Monday. Additionally, there may be up to one day per month where the Base is not open. Contractor's may or may not be allowed to work on those days at the Contracting Officer's discretion.

### F-801. HOURS OF WORK

Hours of work will be from 7:30 AM to 4:30 PM, Monday through Friday, excluding Federal holidays. No work will be done on Federal Holidays. Access to work sites may be restricted to these hours and days. Work that requires inspection during accomplishment or that prevents inspection of previous work after accomplishment normally will not be allowed during other than the normal work hours specified above. Work during other than normal hours must be coordinated in advance with the Contracting Officer. The Contractor may vary these hours when approved in writing by the Contracting Officer to meet weather and temperature conditions and operational requirements.

**F-802. NOTIFICATION OF START OF WORK**

Prior to starting work at the job site on this installation, the Contractor shall report to the Project Inspector at Bldg 1300, Mountain Home AFB, Idaho. Failure to do so may cause unnecessary delays in performance of contract. It is suggested you call Mr. Merle Young at 208-828-4476 prior to reporting to the job site.

**F-803. PROGRESS SCHEDULE, AF Form 3064**

Progress Schedules shall be submitted to the Contracting Officer and approved prior to start of work at the job site. Approved schedules will not be changed without prior Contracting Officer approval. All work must be accomplished in such a manner that minimum inconvenience will be caused to the using agencies.

**F-804. INSURANCE INDORSEMENTS**

Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed prescribed or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

**PART I - THE SCHEDULE  
SECTION G  
CONTRACT ADMINISTRATION DATA**

**G-1. ACCOUNTING AND APPROPRIATION DATA**

AA: Will be provided in Block 23 of the SF 1442 at time of contract award.

**G-801. PAYMENT**

Properly prepared invoices, bearing the contract number, will be submitted in quadruplicate to 366 Contracting Squadron/LGCC, 366 Gunfighter Ave. Ste 498, Mountain Home AFB, ID 83648. Payment will be made by the Defense Finance and Accounting Service (DFAS) in San Bernardino CA. **Note: The Contractor's mailing address on the contract must be the same as the remittance address on the invoice.**

**G-802. RELEASE OF CLAIMS**

Upon completion of the work and prior to final payment, the Contractor shall be required to furnish to the Contracting Officer a Release of Claims as specified by the clause entitled **PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS**, FAR 52.232-5 (May 1997).

<b>G-310.</b>	<b>5352.232-9000 REMITTANCE ADDRESS</b>	<b>MAY 1996</b>
	(IAW AFFAR 5332.908)	

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

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NOTE: Invoices received at the payment office with the "remit to" address different from the "remit to" address on the contract will be returned to the vendor as improper. Payment will not be accomplished until any "remit to" discrepancy is resolved.

**PART I - THE SCHEDULE  
SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**H-109. REQUIRED INSURANCE**  
(IAW FAR 28.306(b))

Reference FAR clause entitled "**Insurance . . .**" the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

a. Workmen's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of **\$100,000**.

b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of **\$500,000** per occurrence shall be required on the comprehensive form of policy.

c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of **\$200,000** per person and **\$500,000** per occurrence for bodily injury and **\$20,000** per occurrence for property damage shall be required.

**H-801. BONDS**

a. Bid Guarantee. Each Offeror shall submit with his offer a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, (\*) or other security as provided in contract clause entitled Bid Guarantee, in the form of 20 percent (20%) of the bid price or \$3,000,000.00, whichever is lesser. The bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

b. Performance and Payment Bonds. At the pre-performance conference, after the prescribed forms are presented to the Offeror to whom the award is made for signature, a written contract on the form prescribed by the specifications shall be executed and two bonds, each with good and sufficient surety or sureties acceptable to the Government, (\*) shall be furnished; namely a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A). The penal sums of such bonds will be as follows:

(\*) **NOTE:** Reference FAR 28.202-1(a)(1), (2) and (3). Corporate sureties must appear on the list contained in the Department of the Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

- (i) Performance Bond: The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price.

(ii) Payment Bond:

- A. When the contract price is \$1,000,000 or less, the penal sum shall be 50 percent (50%) of the contract sum.
  - B. When the contract price is in excess of \$1,000,000, but not more than \$5,000,000, the penal sum shall be 40 percent (40%) of the contract price.
  - C. When the contract price is more than \$5,000,000, the penal sum shall be \$2,500,000.
- c. Any bonds required will be furnished by the Contractor to the Government prior to commencement of contract performance.

**NOTE: INDIVIDUAL SURETY CLAUSE:** In order for the contracting officer to determine the acceptability of individuals proposed as sureties, all offerors providing bonds which are executed by individual sureties are required to submit the following information in support of Standard Form 28, "Affidavit of Individual Surety":

- a. A complete description of property offered, supported by title or deed, and appraisal or tax assessment.
- b. A current list of all other bonds on which the individual is a surety and bonds for which the individual is requesting to be a surety.
- c. Independent certification of net value of property offered.
- d. Independent certification of liens or other encumbrances which exist against all property listed.
- e. CPA - certified balance sheet(s) and income statement(s) with a signed opinion for each individual surety.

**H-805. MATERIAL APPROVAL SUBMITTAL FORM (AF Form 3000)**

Within 10 calendar days after commencement of work or as otherwise established by the Contracting Officer, all material and articles requiring approval, as contemplated by the Materials and Workmanship Clause, shall be submitted by the Contractor using AF Form 3000. (See attached AF Form 66, Schedule of Material Submittals.)



**H-806. PREPARATION OF PROGRESS SCHEDULES AND REPORTS**

The reports contemplated by the clause titled "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to AF Form 3064, Contract Progress Schedule, and AF Form 3065, Contract Progress Report. The AF Form 3064 shall be provided to the Contracting Officer not later than 15 calendar days after issuance of the Notice to Proceed. (ACC FAR Sup 5336.202-120) (Performance over 60 days.) The contract progress schedule shall be set up to include a combination of work elements with a separate line item for UNIT ACCEPTANCE. UNIT ACCEPTANCE shall be given a range between 15 to 20 percent. Unit acceptance shall include clean-up and correction of all punchlist items.

**H-807. UTILITY SERVICES**

The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies. The Contractor is responsible for installing temporary service outlets (See clause entitled Availability and Use of Utility Services). The Contractor shall carefully conserve any utilities furnished under this contract.

**H-810. CONSTRUCTION PERMIT**

Prior to beginning any excavation which may be required under this contract, the Contractor shall obtain from base civil engineering representative a Civil Engineer Construction Permit. Seven (7) full working days are normally required for processing of the construction permit between the various activities that must coordinate on the request.

**H-811. AS-BUILT DRAWINGS**

The Contractor shall maintain one set of drawings at the work site and record all changes and any hidden or subsurface data discovered during construction. The Contractor shall provide a marked up blueline copy with all changes that transpired during the contract. This will be given to the Contracting Officer prior to the final inspection.

**H-812. ON SITE OFFICE TRAILERS AND STORAGE TRAILERS/FACILITIES**

a. Unless otherwise indicated, no on-base storage facilities are available for Contractor owned materials. Buildings and structures that are part of the contract may be used for storage providing the space is not required for occupancy and Contractor accepts full responsibility for the material stored therein. The Contracting Officer will designate areas where above-mentioned equipment shall be parked.

b. Once an exact location has been determined, the Contractor can use all approved and available services (i.e., electricity, water and sewage) at the construction site. The Contracting Officer will inform the Contractor whether or not the Government shall be reimbursed (and at what rate structure) for any or all such services.

### **H-813. ENVIRONMENTAL IMPACT**

All waste materials generated by any work under the contract performed on a Government installation shall be handled, transported, stored, and disposed of by the Contractor and by his Subcontractors at any time in accordance with all applicable Federal, State, or local laws, ordinances, regulations, court orders, or other types of rules or rulings having the effect of law, including but not limited to Executive Order 11752, 17 Dec 73, the Federal Water Pollution Control Act, as amended (33 USC Sec 1251 ET SEQ); The Clean Air Act, as amended (42 USC SEC 1857 ET SEQ); The Endangered Species Act, as amended (16 U.S.C. SEC 1531 ET SEC); The Toxic Substances Control Act, as amended (15 U.S.C. SEC 2601 ET SEC); The National Historic Preservation Act, as amended (16 U.S.C. SEC 470, ET SEQ); the Solid Waste Disposal Act as amended (424 SEC 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. SEC 469, ET SEQ).

### **H-814. DAMAGE TO UTILITIES**

In the event of a Contractor-caused utility failure/disruption, the Contractor will first make the area safe, then immediately contact the Base Civil Engineer Service Call Desk (828-2001) and Contracting Officer (828-2664).

If the damaged utilities are previously known or shown to the Contractor, or there is negligence on his part, the utilities will be repaired by the Contractor in a timely manner at no cost to the Government.

If the damaged utilities are not known or shown to the Contractor and there is not negligence on his part, they will be repaired at Government expense.

### **H-815. CONSTRUCTION EQUIPMENT**

Equipment to be used on base shall be safe and in good operating condition. The Contracting Officer reserves the right to inspect any on base equipment and reject such equipment if he considers it unsafe, in poor operating condition, or inappropriate for work.

### **H-817. CONSTRUCTION DATA SHEET**

Prior to final acceptance of the work under this contract, the Contractor shall complete the Construction Data Sheet in full. Work includes, but is not limited to, construction of new facilities or repair/replacement of any items that increase the capacity or extend the service provided by those items repaired/replaced. The Construction Data Sheet shall be submitted to the Contracting Officer and one (1) reproducible and two (2) copies.

#### **H-818. REQUIREMENTS FOR CONTRACTORS REQUESTING BASE ENTRY**

a. All Contractors who work on base must submit a typewritten request with the name, driver's license number, social security number, date of birth, and employer of each employee to obtain an authorization letter from the Base Contracting office. This letter is then submitted to the 366 Security Forces Squadron. When that letter is approved, an AF Form 75 will be issued for each employee for the duration of the contract. (NOTE: A complete background check may be conducted on all of the employees submitted. The 366 Security Forces Squadron has the right to refuse entry of any contractor employee to Mountain Home AFB, based upon the results of the background check). Contractor passes will not exceed a period of more than one (1) year.

- b. When the AF Form 75 is issued, confirmation of Contractor's employees will be accomplished by verifying the person's credentials (driver's license) against the Contractor-supplied employee list. AF Forms 75 issued in excess of 90 days will have a photograph attached to the upper left-hand corner.
- c. A vehicle pass will be issued upon receipt of proof of insurance and vehicle registration. Delivery vehicles will be granted entry to the base upon presentation of a valid bill of lading and/or delivery slip.
- d. If the driver changes vehicles prior to coming onto the base, he/she will stop at the Visitor Center to obtain a vehicle pass for that particular vehicle.
- e. Contractors will provide Contracting Officer a list of subcontractor employees, in advance, who will need to be vouched on base for one day.

#### **H-819. CONTRACTOR RESPONSIBILITY**

Contractors operating on base will be responsible for briefing and ensuring the employees adhere to the traffic rules and regulations. The Foreman, Job Supervisor and other personnel providing workman leadership will, when possible, ensure the workers comply with these rules and regulations. Speed limit on base is 25 MPH unless otherwise posted. The speed limit in base housing areas is 15 MPH and the speed limit in parking lots is 5 MPH. In school zone when the warning signal is flashing the speed limit is 15 MPH. Individuals are to obey all entry procedures. When Security Police personnel (on the entry points or in vehicles) give instructions, they will be complied with immediately. For your information, all base traffic rules are contained in AFI33-204 MHSUP1. Security Police utilize speed detection devices and citations will be issued to violators. Personnel who park on grass or seeded areas will be cited.

#### **H-825. HAZARDOUS MATERIAL**

Contractors must submit for approval/disapproval Material Safety Data Sheets for potentially hazardous material they intend to use on this project. Prior to using the hazardous material on Mountain Home Air Force Base, HAZMART will provide bar-code labels for the tracking of hazardous materials. The Contractor shall be responsible for proper legal disposal of all containers/hazardous material. Coordination of proper disposal of all containers/hazardous material. Coordination of proper disposal shall be accomplished through the Civil Engineering Inspector/COR.

#### **H-826. Recycling**

- a. The contractor may use the base landfill or may, at his option, dispose of construction materials off-base at a properly licensed and approved landfill. If the contractor wishes to use the base landfill, recycling is required to the maximum extent practicable for all waste generated by the contractor.
- b. Recycling shall consist of sorting and delivering recyclable items to the appropriate recycle processors. Recyclable items include: wood, glass, metals, cardboard, and paper. These items may not be disposed of in the base landfill. Any contractor loads not properly sorted will be turned away from the base landfill (or removed from the landfill if already dumped) and shall be removed from the base and disposed of off the base, all at the contractor's expense. Appropriate recycling processors are private or government entities currently accepting material for the purpose of recycling. The base recycling center may, but is not required to accept the contractor's recyclables.
- c. The contractor may choose to dispose of any or all of the waste streams off base. The contractor may choose to recover any or all of the waste streams by sending them to an off-base recycling company. The contractor may choose to turn in some waste systems to the base recycling program with the Government's approval. The acceptance of these waste streams depends on the Government's ability to process the waste stream, and the contractor's ability to adequately prepare the waste stream to meet the Government's condition requirements. The Government is currently encouraging the recycling of:

Wood  
Scrap Metal  
Corrugated Cardboard  
Glass  
Paper

#### **H-830. TELEPHONE COMSEC MONITORING**

All communications with DOD organizations are subject to COMSEC review. Contractor personnel will be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from or terminating at DOD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to or receive a call from a military organization, they are subject to COMSEC procedures. The contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information.

**H-834. POST-AWARD/PREPERFORMANCE CONFERENCE**

A preperformance conference shall be scheduled by and held at a place to be designated by the Contracting Officer issuing this RFP prior to the commencement of any work under the contract which will be awarded as a result of this solicitation and offer. The contractor or his duly authorized representative shall be required to attend the preperformance conference.

**H-835. NOTICE TO PROCEED**

Notice to proceed will be issued within 60 days of award of this contract. The Notice to Proceed is usually issued at the preperformance conference upon receipt of accurate Performance and Payment Bonds.

**H-850. EMERGENCY MEDICAL TREATMENT**

a. The Mountain Home AFB Hospital will provide emergency medical treatment to employees of the Contractor for injuries incurred while working at Mountain AFB. The Contractor will be required to reimburse the Government at an established rate for non-beneficiaries in accordance with AF Regulation 168-7. After receiving initial emergency treatment, the Contractor will provide the hospital with the name of a physician and/or hospital to which injured personnel can be transferred for further treatment and care.

b. Follow-on care after initial emergency treatment will not be provided.

**PART II - CONTRACT CLAUSES**  
**SECTION I**  
**CONTRACT CLAUSES**

FAR      **52.252-2**      **CLAUSES INCORPORATED BY REFERENCE**      FEB 1998  
(IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

1. <http://farsite.hill.af.mil>

NO	FAR PARA	CLAUSE TITLE	DATE
I-11.	<b>52.202-1</b>	<b>DEFINITIONS</b> (IAW FAR 2.2)	OCT 1995
I-12.	<b>52.202-1</b>	<b>ALTERNATE I</b> (IAW FAR 2.2)	APR 1984
I-19.	<b>52.203-3</b>	<b>GRATUITIES</b> (IAW FAR 3.202)	APR 1984
I-20.	<b>52.203-5</b>	<b>COVENANT AGAINST CONTINGENT FEES</b> (IAW FAR 3.404)	APR 1984
I-21.	<b>52.203-6</b>	<b>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</b> (IAW FAR 3.503-2)	JUL 1995
I-22.	<b>52.203-7</b>	<b>ANTI-KICKBACK PROCEDURES</b> (IAW FAR 3.502-3)	JUL 1995
I-23.	<b>52.203-8</b>	<b>CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</b> (IAW FAR 3.104-9(a))	JAN 1997
I-25.	<b>52.203-10</b>	<b>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</b> (IAW FAR 3.104-9(b))	JAN 1997
I-25C.	<b>52.203-12</b>	<b>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</b> (IAW FAR 3.808)	JUN 1997
I-39.	<b>52.204-4</b>	<b>PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER</b> (IAW FAR 4.304)	JUN 1996
I-78.	<b>52.209-6</b>	<b>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</b> (IAW FAR 9.409(b))	JUL 1995

I-100.	<b>52.211-10</b>	<b>COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK</b> (IAW FAR 11.404(b))	APR 1984
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For the purposes of this provision the blank(s) are completed as follows:

- (a) within **10** days  
(c) not later than **See Bid Schedule Section B.**

I-128.	<b>52.215-2</b>	<b>AUDIT &amp; RECORDS--NEGOTIATION</b> (IAW FAR 15.209(b))	JAN 1999
I-128A	<b>52.215-2</b>	<b>ALTERNATE III</b> (IAW FAR 15.209(b)(4))	JUN 1999
I-129G.	<b>52.215-8</b>	<b>ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT</b> (IAW FAR 15.209(h))	OCT 1997
I-210.	<b>52.219-4</b>	<b>NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS</b> (IAW FAR 19.1308(b))	JAN 1999

For the purposes of this clause the blank(s) are completed as follows:

- (c) Waiver of evaluation preference: \_\_\_\_\_ Offeror elects to waive the preference.

I-214.	<b>52.219-8</b>	<b>UTILIZATION OF SMALL BUSINESS CONCERNS</b> (IAW FAR 19.708(a))	OCT 1999
I-247.	<b>52.222-3</b>	<b>CONVICT LABOR</b> (IAW FAR 22.202)	AUG 1996
I-248.	<b>52.222-4</b>	<b>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION</b> (IAW FAR 22.305)	JUL 1995
I-250.	<b>52.222-6</b>	<b>DAVIS-BACON ACT</b> (IAW FAR 22.407(a))	FEB 1995
I-251.	<b>52.222-7</b>	<b>WITHHOLDING OF FUNDS</b> (IAW FAR 22.407(a))	FEB 1988
I-252.	<b>52.222-8</b>	<b>PAYROLLS AND BASIC RECORDS</b> (IAW FAR 22.407(a)(3))	FEB 1988
I-253.	<b>52.222-9</b>	<b>APPRENTICES AND TRAINEES</b> (IAW FAR 22.407(a))	FEB 1988
I-254.	<b>52.222-10</b>	<b>COMPLIANCE WITH COPELAND ACT REQUIREMENTS</b> (IAW FAR 22.407(a))	FEB 1988
I-255.	<b>52.222-11</b>	<b>SUBCONTRACTS (LABOR STANDARDS)</b> (IAW FAR 22.407(a))	FEB 1988
I-256.	<b>52.222-12</b>	<b>CONTRACT TERMINATION--DEBARMENT</b> (IAW FAR 22.407(a))	FEB 1988
I-257.	<b>52.222-13</b>	<b>COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS</b> (IAW FAR 22.407(a))	FEB 1988
I-258.	<b>52.222-14</b>	<b>DISPUTES CONCERNING LABOR STANDARDS</b> (IAW FAR 22.407(a))	FEB 1988
I-259.	<b>52.222-15</b>	<b>CERTIFICATION OF ELIGIBILITY</b> (IAW FAR 22.407(a))	FEB 1988

I-263E.	<b>52.222-21</b>	<b>PROHIBITION OF SEGREGATED FACILITIES</b> (IAW FAR 22.810(a)(1))	FEB 1999
I-264.	<b>52.222-26</b>	<b>EQUAL OPPORTUNITY</b> (IAW FAR 22.810(e))	FEB 1999
I-266.	<b>52.222-27</b>	<b>AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION</b> (IAW FAR 22.810(f))	FEB 1999
I-274.	<b>52.222-35</b>	<b>AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA</b> (IAW FAR 22.1308(a)(1), and DFARS 22.1308(a)(1))	APR 1998
I-276.	<b>52.222-36</b>	<b>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES</b> (IAW FAR 22.1408(a))	JUN 1998
I-278.	<b>52.222-37</b>	<b>EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA</b> (IAW FAR 22.1308(b))	JAN 1999
I-293.	<b>52.223-3</b>	<b>HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA</b> (IAW FAR 23.303)	JAN 1997
(b)	Material	Identification No.	
	<u>NONE</u>		
I-294.	<b>52.223-5</b>	<b>POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION</b> (IAW FAR 23.1005)	APR 1998
I-295.	<b>52.223-6</b>	<b>DRUG-FREE WORKPLACE</b> (IAW FAR 23.505)	JAN 1997
I-297C.	<b>52.223-11</b>	<b>OZONE-DEPLETING SUBSTANCES</b> (IAW FAR 23.804(a))	JUN 1996
I-297E.	<b>52.223-14</b>	<b>TOXIC CHEMICAL RELEASE REPORTING</b> (IAW FAR 23.907(b))	OCT 1996
I-308.	<b>52.225-5</b>	<b>TRADE AGREEMENTS</b> (IAW FAR 25.1101(C)(1))	FEB 2000

(a) *Definitions.* As used in this clause --

Caribbean Basin country means any of the following countries: Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, Panama, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

Caribbean Basin country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.



The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. The term excludes products that are excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b), which presently are--

- (i) Textiles and apparel articles that are subject to textile agreements;
- (ii) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;
- (iii) Tuna, prepared or preserved in any manner in airtight containers;
- (iv) Petroleum, or any product derived from petroleum; and
- (v) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply.

Designated country means any of the following countries:

Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan, Kiribati, Korea, Republic of Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda, Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

End product means supplies delivered under a line item of a Government contract.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

U.S.-made end product means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

(b) Implementation. This clause implements the Trade, Agreements Act (19 U.S.C. 2501, et seq.) and the North American Free Trade Agreement Implementation Act of 1993, (NAFTA) (19 U.S.C. 3301 note), by restricting the acquisition of end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

(c) Delivery of end products. The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled ``Trade Agreements Certificate."]

(End of clause)

I-309.	<b>52.225-9</b>	<b>BUY AMERICAN ACT-BALANCE OF PAYMENT PROGRAM-CONSTRUCTION</b> (IAW FAR 25.1102(a))	FEB 2000
I-312.	<b>52.225-13</b>	<b>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</b> (IAW FAR 25.1103(a))	FEB 2000
I-315.	<b>52.227-1</b>	<b>AUTHORIZATION AND CONSENT</b> (IAW FAR 27.201-2(a))	JUL 1995
I-317.	<b>52.227-2</b>	<b>NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENTS</b> (IAW FAR 27.202-2)	AUG 1996
I-321.	<b>52.227-4</b>	<b>PATENT INDEMNITY--CONSTRUCTION CONTRACTS</b> (IAW FAR 27.203-5)	APR 1984
I-333.	<b>52.228-1</b>	<b>BID GUARANTEE</b> (IAW FAR 28.101-2)	SEP 1996
For the purposes of this clause the blanks are completed as follows:			
(c) <u>20 percent or \$3,000,000.</u>			
I-334.	<b>52.228-2</b>	<b>ADDITIONAL BOND SECURITY</b> (IAW FAR 28.106-4(a))	OCT 1997
I-337.	<b>52.228-5</b>	<b>INSURANCE--WORK ON A GOVERNMENT INSTALLATION</b> (IAW FAR 28.310)	JAN 1997
I-345.	<b>52.228-11</b>	<b>PLEDGES OF ASSETS</b> (IAW FAR 28.203-6)	FEB 1992
I-346.	<b>52.228-12</b>	<b>PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS</b> (IAW FAR 28.106-4(b))	OCT 1995
I-348.	<b>52.228-14</b>	<b>IRREVOCABLE LETTER OF CREDIT</b> (IAW FAR 28.204-4)	DEC 1999
I-348H.	<b>52.228-15</b>	<b>PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION</b> (IAW FAR 28.102-3(a))	SEP 1996
I-352.	<b>52.229-3</b>	<b>FEDERAL, STATE, AND LOCAL TAXES</b> (IAW FAR 29.401-3)	JAN 1991
I-354.	<b>52.229-5</b>	<b>TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO</b> (IAW FAR 29.401-5)	APR 1984

I-387.	<b>52.232-5</b>	<b>PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS</b> (IAW FAR 32.111(a)(5))	MAY 1997
I-403.	<b>52.232-17</b>	<b>INTEREST</b> (IAW FAR 32.617(a), and (b))	JUN 1996
I-409.	<b>52.232-23</b>	<b>ASSIGNMENT OF CLAIMS</b> (IAW FAR 32.806(a)(1))	JAN 1986
I-415.	<b>52.232-27</b>	<b>PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS</b> (IAW FAR 32.908(b))	JUN 1997

For the purposes of this clause the blank(s) are completed as follows:

(b)(1) **30**

I-416F.	<b>52.232-33</b>	<b>PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION</b> (IAW FAR 32.1110(a)(1))	MAY 1999
I-417.	<b>52.233-1</b>	<b>DISPUTES</b> (IAW FAR 33.215)	DEC 1998
I-418.	<b>52.233-1</b>	<b>ALTERNATE I</b> (IAW FAR 33.215)	DEC 1991
I-419.	<b>52.233-3</b>	<b>PROTEST AFTER AWARD</b> (IAW FAR 33.106(b))	AUG 1996
I-445.	<b>52.236-2</b>	<b>DIFFERING SITE CONDITIONS</b> (IAW FAR 36.502)	APR 1984
I-446.	<b>52.236-3</b>	<b>SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK</b> (IAW FAR 36.503)	APR 1984
I-447.	<b>52.236-4</b>	<b>PHYSICAL DATA</b> (IAW FAR 36.504)	APR 1984

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigation by **366 Civil Engineering Squadron**.

(b) Weather Conditions **See Attachment 2**

(c) **None Available**

(d) **N/A**

I-448.	<b>52.236-5</b>	<b>MATERIAL AND WORKMANSHIP</b> (IAW FAR 36.505)	APR 1984
I-449.	<b>52.236-6</b>	<b>SUPERINTENDENCE BY THE CONTRACTOR</b> (IAW FAR 36.506)	APR 1984
I-450.	<b>52.236-7</b>	<b>PERMITS AND RESPONSIBILITIES</b> (IAW FAR 36.507)	NOV 1991
I-451.	<b>52.236-8</b>	<b>OTHER CONTRACTS</b> (IAW FAR 36.508)	APR 1984
I-452.	<b>52.236-9</b>	<b>PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS</b> (IAW FAR 36.509)	APR 1984

I-453.	<b>52.236-10</b>	<b>OPERATIONS AND STORAGE AREAS</b> (IAW FAR 36.510)	APR 1984
I-454.	<b>52.236-11</b>	<b>USE AND POSSESSION PRIOR TO COMPLETION</b> (IAW FAR 36.511)	APR 1984
I-455.	<b>52.236-12</b>	<b>CLEANING UP</b> (IAW FAR 36.512)	APR 1984
I-456.	<b>52.236-13</b>	<b>ACCIDENT PREVENTION</b> (IAW FAR 36.513)	NOV 1991
I-458.	<b>52.236-14</b>	<b>AVAILABILITY AND USE OF UTILITY SERVICES</b> (IAW FAR 36.514)	APR 1984
I-459.	<b>52.236-15</b>	<b>SCHEDULES FOR CONSTRUCTION CONTRACTS</b> (IAW FAR 36.515)	APR 1984
I-462.	<b>52.236-17</b>	<b>LAYOUT OF WORK</b> (IAW FAR 36.517)	APR 1984
I-466.	<b>52.236-21</b>	<b>SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION</b> (IAW FAR 36.521)	FEB 1997
I-468.	<b>52.236-21</b>	<b>ALTERNATE II</b> (IAW FAR 36.521)	APR 1984

For the purposes of this clause the blank(s) are completed as follows:

(g) **three (3)**

I-473.	<b>52.236-26</b>	<b>PRECONSTRUCTION CONFERENCE</b> (IAW FAR 36.522)	FEB 1995
I-541.	<b>52.242-13</b>	<b>BANKRUPTCY</b> (IAW FAR 42.903)	JUL 1995
I-542.	<b>52.242-14</b>	<b>SUSPENSION OF WORK</b> (IAW FAR 42.1305(a))	APR 1984
I-559.	<b>52.243-4</b>	<b>CHANGES</b> (IAW FAR 43.205(d))	AUG 1987
I-560.	<b>52.243-5</b>	<b>CHANGES AND CHANGED CONDITIONS</b> (IAW FAR 43.205(e))	APR 1984
I-624.	<b>52.246-21</b>	<b>WARRANTY OF CONSTRUCTION</b> (IAW FAR 46.710(e)(1))	MAR 1994
I-676.	<b>52.248-3</b>	<b>VALUE ENGINEERING--CONSTRUCTION</b> (IAW FAR 48.202)	FEB 2000
I-682.	<b>52.249-2</b>	<b>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)</b> (IAW FAR 49.502(b)(1)(i))	SEP 1996
I-687.	<b>52.249-2</b>	<b>ALTERNATE I</b> (IAW FAR 49.502(b)(1)(ii))	SEP 1996
I-702.	<b>52.249-10</b>	<b>DEFAULT (FIXED-PRICE CONSTRUCTION)</b> (IAW FAR 49.504(c)(1))	APR 1984
I-732.	<b>52.252-4</b>	<b>ALTERATIONS IN CONTRACT</b> (IAW FAR 52.107(d))	APR 1984

Portions of this contract are altered as follows: **N/A**

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I-750.	<b>52.253-1</b>	<b>COMPUTER GENERATED FORMS</b>	JAN 1991
		(IAW FAR 53.111)	

**DEFENSE FEDERAL ACQUISITION REGULATION  
SUPPLEMENTAL CLAUSES**

IA-10.	<b>252.201-7000</b>	<b>CONTRACTING OFFICER'S REPRESENTATIVE</b> (IAW DFARS 201.602-70)	DEC 1991
IA-22.	<b>252.203-7001</b>	<b>PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES</b> (IAW DFARS 203.570-5)	MAR 1999
IA-33.	<b>252.204-7003</b>	<b>CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT</b> (IAW DFARS 204.404-70(b))	APR 1992
IA-90.	<b>252.209-7000</b>	<b>ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE- RANGE NUCLEAR FORCES (INF) TREATY</b> (IAW DFARS 209.103-70)	NOV 1995
IA-91.	<b>252.209-7003</b>	<b>COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS</b> (IAW DFARS 209.104-70(c))	MAR 1998
IA-92.	<b>252.209-7004</b>	<b>SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY.</b> (IAW DFARS 209.409)	MAR 1998
IA-269.	<b>252.223-7001</b>	<b>HAZARD WARNING LABELS</b> (IAW DFARS 223.303)	DEC 1991

For the purposes of this clause, the offeror shall complete the following:

MATERIAL (If None, Insert "None") ACT

NONE

IA-280.	<b>252.223-7004</b>	<b>DRUG-FREE WORK FORCE</b> (IAW DFARS 223.570-4)	SEP 1988
IA-282.	<b>252.223-7006</b>	<b>PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS.</b> (IAW DFARS 223.7103(a))	APR 1993
IA-290.	<b>252.225-7005</b>	<b>IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES</b> (IAW DFARS 225.305-70)	DEC 1991

IA-293.	<b>252.225-7012</b>	<b>PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES</b>	MAY 1999
		(IAW DFARS 225.7002-3(a))	
IA-312.	<b>252.225-7025</b>	<b>RESTRICTION ON ACQUISITION OF FORGINGS</b>	JUN 1997
		(IAW DFARS 225.7102-4)	
IA-312H.	<b>252.225-7031</b>	<b>SECONDARY ARAB BOYCOTT OF ISRAEL</b>	JUN 1992
		(IAW DFARS 225.770-5)	
IA-344.	<b>252.204-7004</b>	<b>REQUIRED CENTRAL CONTRACTOR REGISTRATION</b>	MAR 1998
		(IAW DFARS 204.7304)	

(a) *Definitions.* As used in this clause-

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

(End of clause)

IA-350.	<b>252.227-7033</b>	<b>RIGHTS IN SHOP DRAWINGS</b> (IAW DFARS 227.7107-1(c))	APR 1966
IA-462.	<b>252.236-7000</b>	<b>MODIFICATION PROPOSALS - PRICE BREAKDOWN</b> (IAW DFARS 236.570(a))	DEC 1991
IA-463.	<b>252.236-7001</b>	<b>CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS</b> (IAW DFARS 236.570(a))	DEC 1991

For the purposes of this clause the blank(s) is/are completed as follows:

(a)(1) **\*3\*** sets

(e) The drawings, maps, and specifications are available at the 366<sup>th</sup> Contracting Squadron/LGCC, 366 Gunfighter Avenue, Suite 498, Mountain Home AFB, Idaho 83648

IA-476.	<b>252.236-7008</b>	<b>CONTRACT PRICES—BIDDING SCHEDULES</b> (IAW DFARS 236.570(b)(6))	DEC 1991
IA-632.	<b>252.242-7000</b>	<b>POSTAWARD CONFERENCE</b> (IAW DFARS 242.570)	DEC 1991
IA-635.	<b>252.242-7004</b>	<b>MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM</b> (IAW DFARS 242.7206)	SEP 1996
IA-648.	<b>252.243-7001</b>	<b>PRICING OF CONTRACT MODIFICATIONS</b> (IAW DFARS 243.205-71)	DEC 1991
IA-649.	<b>252.243-7002</b>	<b>REQUESTS FOR EQUITABLE ADJUSTMENT</b> (IAW DFARS 243.205-72)	MAR 1998

(b) I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

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(Official's Name)

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(Title)

IA-745.	<b>252.247-7023</b>	<b>TRANSPORTATION OF SUPPLIES BY SEA</b> (IAW DFARS 247.573(b))	NOV 1995
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(a) Definitions.

As used in this clause—

- (1) “Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) “Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) “Foreign flag vessel” means any vessel that is not a U.S.-flag vessel.
- (4) “Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international Waters.
- (5) “Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) In item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
  - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-
- (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—
- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.



- (e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief—
- (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
  - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
  - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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- (f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.
- (End of Clause)

IA-746.     **252.247-7024**     **NOTIFICATION OF TRANSPORTATION OF SUPPLIES**     NOV 1995  
   **BY SEA**  
   (IAW DFARS 247.573(c))

- (a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor—
- (1) Shall notify the Contracting Officer of that fact; and
  - (2) Hereby agrees to comply with the terms and conditions of the Transportation of Supplies by Sea clause of this contract.
- (b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

**AIR FORCE FEDERAL ACQUISITION REGULATION  
SUPPLEMENTAL CLAUSES**

IB-320.      **5352.223-9000**      **ELIMINATION OF USE OF CLASS I OZONE  
DEPLETING SUBSTANCES (ODS)**      MAY 1996  
(IAW AFFARS 5323.890-7)

(a) It is the Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(b) Unless a specific waiver has been approved, Air Force procurements:

- (1) May not include any specification, standard, drawing or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component or process; and
- (2) May not include any specification, standard, drawing or other document that establishes a requirement that can only be met by use of a Class I ODS.

(c) For the purposes of this Air Force policy, the following are Class I ODS:

- (1) Halons: 1011, 1202, 1211, 1301 and 2402
- (2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503.
- (3) Other controlled substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:

<u>Substance</u>	<u>Application/Use</u>	<u>Quantity (lbs)</u>
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(e) To assist the Air Force in implementing this policy, the offeror/contractor is encouraged, but not required, to notify the contracting officer if any Class I ODS not specifically listed above, is required in the performance of this contract.

(End of Clause)

IB-343.      **5352.242-9000**      **CONTRACTOR ACCESS TO AIR FORCE  
INSTALLATIONS (DEVIATION)**      MAY1996  
(IAW AFFARS 5342.490-1)

For the purposes of this clause the blank(s) is/are completed as follows:

(a) All civilian contractors who work on base must obtain an authorization letter from the 366<sup>th</sup> Contracting Squadron. Once that letter is obtained, the contractor shall be responsible for obtaining passes from the Security Police Pass & ID section. The contractor shall designate a single point of contact who will be responsible for completing all requirements to obtain passes. Pass and ID personnel will issue passes for the duration of the contract performance period. When contract performance period is complete or when an employee is terminated, whichever comes first, the contractor shall be responsible for returning the passes. Passes shall be highly visible at all times unless hazardous due to the type of work being performed. Contractor shall also be responsible for providing clips to affix the pass to clothing. Contractor employees must have a valid and current drivers license when operating a motor vehicle on base.

- (b) Delivery vehicles, etc. will be granted entry to the base upon presentation of a valid bill of lading and/or official delivery slip with name of prime contractor and construction site address.
- (c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.
- (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

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**SECTION J**  
**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

Attachment 1: Davis Bacon General Decision No. ID990001, Dated 02/11/2000	12 Pages
Attachment 2: Air Weather Service Climatic Brief	1 Page
Attachment 3: AF Form 66, Schedule of Material Submittals	1 Page
*Attachment 4: Determination of Responsibility Information	1 Page
*Attachment 4: Certificate of Compliance with Insurance Requirements	1 Page
*Attachment 6: Past Performance Evaluation Questionnaire	6 Pages

\* The “\*” denotes those Attachments that will not become part of resultant contract.

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**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR**  
**QUOTERS**

**K-1. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR 1985**  
(IAW FAR 3.103-1)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory

--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

**(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision**

**\_\_\_\_\_ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];***

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

**K-4C. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING**  
**PAYMENTS TO INFLUENCE CERTAIN FEDERAL**  
**TRANSACTIONS**  
(IAW FAR 3.808(a))

APR 1991

K-10D.      **52.204-5      WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS**      MAY 1999  
(IAW FAR 4.603(b))

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it [ ] is a women-owned business concern.

(End of Provision)

K-17C.      **52.209-5      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**      MAR 1996  
(IAW FAR 9.409(a))

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) **Are ( ) are not ( )** presently debarred suspended, proposed for debarment, or declared ineligible for the award of contracts by

(B) **Have ( ) have not ( )**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and  
(C) **Are ( ) are not ( )** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror **has ( ) has not ( )**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.



(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Clause)

K-75C. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATION**

MAY 1999

(IAW FAR 19.307(a)(1))

(a) (1) The standard industrial classification (SIC) code for this acquisition is **(SEE PAGE 1).**

(2) The small business size standard is **(SEE PAGE 1).**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ( ) **is** ( ) **is not a small business concern.**

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.)

The offeror represents as part of its

offer that it ( ) **is**, ( ) **is not a small disadvantaged business concern.**

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.)

The offeror represents as part of its offer that it ( ) **is**, ( ) **is not a women-owned small business concern.**

(c) **Definitions.** "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these

"Women-owned small business concern," as used in this provision, means a small business concern--

- (d) **Notice.**

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (End of Clause)

(4) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

- (End of Clause)

(5) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- \_\_\_\_ Black American.  
\_\_\_\_ Hispanic American.

- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).  
☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).  
☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).  
☐ Individual/concern, other than one of the preceding.  
(End of Clause)

K-79C. **52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE** JAN 1997  
**SMALL BUSINESS COMPETITIVENESS DEMONSTRATION**  
**PROGRAM**  
(IAW FAR 19.1007(a))

(a) Definition.

Emerging small business as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror ( ) is, ( ) is **not** an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
( ) 50 or fewer	( ) \$1 million or less
( ) 51 - 100	( ) \$1,000,001 - \$2 million
( ) 101 - 250	( ) \$2,000,001 - \$3.5 million
( ) 251 - 500	( ) \$3,500,001 - \$5 million
( ) 501 - 750	( ) \$5,000,001 - \$10 million
( ) 751 - 1,000	( ) \$10,000,001 - \$17 million
( ) Over 1,000	( ) Over \$17 million

K-81. **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR** MAY 1999  
**TARGETED INDUSTRY CATEGORIES UNDER THE**  
**SMALL BUSINESS COMPETITIVENESS**  
**DEMONSTRATION PROGRAM**  
(IAW FAR 19.1007(c))

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror represents as follows:

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts].

(Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

K-91. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES FEB 1999  
IAW FAR 22.810(a)(1))

K-92. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB 1999  
(IAW FAR 22.810(a)(2))

The offeror represents that --

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K-99. 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT 1996  
(IAW FAR 23.907(a))

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C.13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C.11023(c);

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C.11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C.11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

( ) (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

K-210.      **252.209-7001      DISCLOSURE OF OWNERSHIP OR CONTROL BY      MAR 1998**  
**THE GOVERNMENT OF A TERRORIST COUNTRY**  
(IAW DFARS 209.104-70(a))

(a) *Definitions.* As used in this provision-

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means-

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

K-211. 252.209-7002

**DISCLOSURE OF OWNERSHIP OR CONTROL  
BY A FOREIGN GOVERNMENT.**  
(IAW DFARS 209.104-70(b))

SEP 1994

(a) *Definitions.* As used in this provision-

- (1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).
- (2) "Entity controlled by a foreign government"-
  - (i) Means-
    - (A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
    - (B) Any individual acting on behalf of a foreign government.
  - (ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.
- (3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.
- (4) "Proscribed information" means-
  - (i) Top Secret information;
  - (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
  - (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
  - (iv) Special Access Program (SAP) information; or
  - (v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government

Description of Interest, Ownership Percentage, and Identification of Foreign Government

(End of provision)

K-213. **252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS.** MAR 1998  
(IAW DFARS 209.104-70)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37,

K-280. **252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA** AUG 1992  
(IAW DFARS 247.573(a))

( ) **does** ( ) **does not** anticipate that supplies will be transported by sea

K-852. **CONTRACTOR'S SIGNATURE**  
(IAW 4.102)

Offeror's are cautioned to note the "contractor's signature" requirements stated below.

a. **INDIVIDUALS.** A contract with an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signatures shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as..." [insert name of firm].

Offeror is required to complete the following:

\_\_\_\_\_ (Signed) An individual doing business as

\_\_\_\_\_ (Name of Firm)

b. **PARTNERSHIPS.** A contract with a partnership shall be signed in the partnership name. Before signing for the Government, the contracting officer shall obtain a list of all partners and ensure that the individual (s) signing for the partnership have authority to bind the partnership.

To ensure understanding of the partnership, the partnership is requested to complete the following:

\_\_\_\_\_ is a partnership composed of  
(Name of Firm)

\_\_\_\_\_  
(List All Partners)

Indicate if any partner is limited in partnership: \_\_\_\_\_

c. **CORPORATIONS.** A contract with a corporation shall be signed in the corporate name, followed by the word “by” and the signature and title of the person authorized to sign. The contracting officer shall ensure that the person signing for the corporation has the authority to bind the corporation.

To ensure compliance, the offeror is requested to complete the following:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as contractor herein, that \_\_\_\_\_ who signed this contract on behalf of the contractor was then \_\_\_\_\_ of said corporation , that said contract was duly signed for and on behalf of the said corporation by authority of the governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my signature this \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Position Title)

Certification cannot be signed by the individual named as the signator of the contract.

d. **JOINT VENTURE.** A contract with a joint venture may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. When a corporation is participating, the contracting officer shall obtain from the corporation secretary a certificate stating that the corporation is authorized to participate in the joint venture.

To ensure compliance, the offeror is requested to complete the following:

The parties hereto expressly understand and agree as follows:

- (1) \_\_\_\_\_  
(Name) (Title) (Company)
- \_\_\_\_\_  
(Name) (Title) (Company as above)
- \_\_\_\_\_  
(Name) (Title) (Company of Alternate)

is the alternate principal of the joint venture.



(2) Directions, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government, shall be directed to:

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(Name)	(Title)	(Company)
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principal representatives of the joint venture.

e. **AGENTS.** When an agent is to sign the contract, other than as stated in paragraphs (a) through (d) above, the agent’s authorization to bind the principal must be established by evidence satisfactory to the contracting officer. The fact of the agency will be evidenced by a copy of the Power of Attorney.

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS**

<b>52.252-1</b>	<b>SOLICITATION PROVISIONS INCORPORATED BY REFERENCE</b> (IAW FAR 52.107(a))	<b>FEB 1998</b>
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

1. <http://farsite.hill.af.mil>

L-1H.	<b>52.204-6</b>	<b>DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER</b> (IAW FAR 4.603(a))	JUN 1999
L-60.	<b>52.215-1</b>	<b>INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS</b> (IAW FAR 15.209(a)(1))	FEB 2000
L-60A.	<b>52.215-1</b>	<b>INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS ALTERNATE I</b> (IAW FAR 15.209(a))	OCT 1997
L-65C.	<b>52.216-1</b>	<b>TYPE OF CONTRACT</b> (IAW FAR 16.105)	APR 1984

The Government contemplates award of a **firm-fixed price** contract resulting from this solicitation.

L-90.	<b>52.222-23</b>	<b>NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION</b> (IAW FAR 22.810(b))	FEB 1999
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For the purposes of this provision the blank(s) are completed as follows:

(b) Goals for minority participation for each trade	Goals for female participation for each trade	
<b><u>4.4%</u></b>	<b><u>6.9%</u></b>	

(c) "covered area" is **Idaho, Elmore County, Mountain Home**

L-100E.     **52.225-12**     **NOTICE OF BUY AMERICAN ACT BALANCE OF**     FEB 2000  
                                  **PAYMENTS PROGRAM REQUIREMENT-**  
                                  **CONSTRUCTION MATERIALS UNDER TRADE**  
                                  **AGREEMENTS**  
                                  (IAW FAR 25.207(b)(1))

L-120.     **52.233-2**     **SERVICE OF PROTEST**     AUG 1996  
                                  (IAW FAR 33.106)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**366 Contracting Squadron/LGCC**  
**366 Gunfighter Ave Suite 498**  
**Mountain Home AFB ID 83648-5296.**

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you **may** protest to the GSBCA because of the nature of the supplies or services being procured.

L-123E.                   **MAGNITUDE OF CONSTRUCTION PROJECT**  
                                  (IAW FAR 36.204)

The estimated amount of the project is: Between \$250,000 and \$500,000.

L-124.     **52.236-27**     **SITE VISIT (CONSTRUCTION)**     FEB 1995  
                                  (IAW FAR 36.523)

For the purpose of this provision the blank(s) are completed as follows:

(b) Name: **SSgt Mike Sharpe**

Address: **366 Contracting Squadron/LGCC**  
**366 Gunfighter Ave Suite 498**  
**Mountain Home AFB ID 83648-5296**

Telephone: **208-828-3111**

L-124F.     **52.236-28**     **PREPARATION OF PROPOSALS – CONSTRUCTION**     OCT 1997  
                                  (IAW FAR 36.520)

L-141.     **52.252-5**     **AUTHORIZED DEVIATIONS IN PROVISIONS**     APR 1984  
                                  (IAW FAR 52.107(e))

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

- L-218.      **252.211-7002**      **AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS**      DEC 1991  
(IAW DFARS 211.204(c))
- Items may be examined at: 366<sup>th</sup> Contracting Squadron, 366 Gunfighter Avenue, Suite 498, Mountain home AFB, Idaho 83648.
- L-266.      **252.236-7008**      **CONTRACT PRICES--BIDDING SCHEDULES**      DEC 1991  
(IAW DFARS 236.570(b)(6))
- L-312.      **5352.215-9001**      **NOTICE OF PRE-BID/PRE-PROPOSAL CONFERENCE**      MAY 1996  
(IAW AFFARS 5314.207-90 or 5315.201(C)(8))

(a) A pre-bid/pre-proposal conference will be conducted on **14 MAR 2000** at **10:00 A.M.. LOCAL TIME** at **366<sup>th</sup> CONS Conference Room, 366 Gunfighter Avenue Suite 498, Mountain Home AFB ID 83648**, for the purpose of answering questions regarding this solicitation.

(b) Submit the names of all attendees (not to exceed **2 persons**) to **SSgt Mike Sharpe NO LATER THAN 3:00 PM, MONDAY, 7 MAR 2000.** This information must be provided in advance in order to ensure adequate seating for the conference attendees. Persons failing to provide this information by the date and time specified will not be allowed access to the work site. This will be the only pre-proposal meeting.

(c) Bidders/Offerors are requested to submit questions to the point of contact noted above not later than **1 MAR 2000**. Information provided at this conference shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

(d) A record of the conference shall be made and furnished to all prospective bidders/offerors. The record should include minutes of the meeting, including questions and answers.

**L-801. LOCATION OF MOUNTAIN HOME AIR FORCE BASE**

Mountain Home Air Force Base is located approximately ten (10) miles southwest of Mountain Home, Idaho, on State Hwy 67; with railhead designated Mountain Home AFB, served by Union Pacific Railroad.

**L-809. AREA PRACTICES IN RELATION TO LABOR CLASSIFICATION IN CONSTRUCTION**  
Bidders are cautioned to check labor union practices in the area as concerns about labor classification in construction projects which may affect the bidding.

**L-813. WRITTEN OR ORAL DISCUSSION**

All Offerors are notified of the possibility that award might be made without discussion. (FAR 15.610(3)(i)).

**L-815. AMENDMENT OF SOLICITATION PRIOR TO PROPOSAL CLOSING TIME**

The Government reserves the right to revise or amend the specification, drawings or the solicitation prior to the proposal closing time. Such revisions or amendments will be communicated by amendments to this Request For Proposal. If such amendments require material changes in quantities or prices, the proposal closing date may be postponed by enough days to enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new closing date and time. **Amendments will be posted on the Internet with the solicitation documents without notice.**

**L-816. POSTPONEMENT OF PROPOSAL CLOSING DATE**

a. An amendment postponing proposal closing date may be issued even after the time scheduled for proposal closing, under the following conditions:

(1) When the Contracting Officer has reason to believe that the offers of an important segment of offerors have been delayed in the mail for causes beyond their control and without their fault or negligence (such as, but not limited to, flood, fire, accident, weather conditions, or strikes); or

(2) When emergency or unanticipated events interrupt normal governmental processes so that conducting closing as schedule is impracticable.

b. At the time a determination is made to postpone a proposal closing under subparagraph a(1) above, an announcement of the determination shall be publicly posted and, if practicable before issuance of formal amendment of the RFP, otherwise communicated to prospective offerors. Amendments will be posted on the Internet with no notice.

c. In the case of subparagraph a(2) above, the Contracting Officer may proceed with the proposal closing date as soon as practicable after the time scheduled, without prior amendment to the RFP or Notice to Offerors whenever the delay incident to such amendment or notice is not the best interest of the Government. In such case, the time of actual proposal closing shall be deemed to be the time set for proposal closing for the purpose of determining late proposals.

**L-817. GENERAL INSTRUCTIONS -- PROPOSAL PREPARATION INSTRUCTIONS**

I. GENERAL. These instructions prescribe the format of the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section and its relationship to Section M prior to commencing proposal preparation. All solicitation amendments must be acknowledged in accordance with Section L, FAR 52.215-1, Instruction to Offerors--Competitive Acquisition.

- (a) ORIGINAL AND ONE (1) COPY OF THE PROPOSAL must be completed and returned to the 366<sup>TH</sup> Contracting Squadron 366 Gunfighter Avenue, Suite 498, Mountain Home AFB, Idaho, PRIOR to the exact time set for receipt of proposals. The envelope used in submitting your reply must be plainly marked with the solicitation number, as shown above and the date and local time set forth for receipt of proposals in the solicitation document.
- (b) The Offeror's proposal shall consist of two (2) separately bound volumes:
  - (1) Volume 1, Cost/Price: Offerors shall include Sections A, B, G, and K in this volume and, if applicable, the offeror's Small, Small Disadvantaged Business and Women-Owned Business Subcontracting Plan.
    - a. Section A - Complete in its entirety the "Offeror" portion of the Standard Form 1442 (i.e. page 1). An official having the authority to contractually bind your company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF 1442 must bear an original signature.
    - b. Section B - Insert the price/cost associated with the project in the table provided.
    - c. Section G - Insert the required information in the spaces provided, as applicable.
    - d. Section K - Complete ALL required certifications and representations.
  - (2) Volume 2, Past Performance Information. Limit this volume to a maximum of 40 pages ONLY. Pages in excess of this maximum limit shall be removed from the proposal and will not be evaluated for award.

NOTE: Volume 1 constitutes the offer/proposal, while Volume 2 is obtained for evaluation purposes in performance rating.

- (c) Exceptions. If the offeror takes exception to any of the requirements specified in this solicitation, the offeror shall clearly identify each such exception and include a complete explanation of why the exception was taken and what benefit accrues to the Government. All exceptions to the solicitation requirements (Sections A through M) and supporting rationale shall be included in an Addendum to the proposal and clearly labeled "Exceptions." An Addendum is only required if the offeror takes exception to any requirement in the solicitation. (The Addendum does not have a page limitation, but shall only include information relevant to exceptions taken to solicitation requirements.) The Government will assume an offeror takes no exceptions to any solicitation requirement if the offeror does not submit an Addendum identifying exceptions. Offerors are advised that solicitation requirements are not necessarily negotiable and such exceptions may render an offeror's proposal non-responsive and ineligible for award.

II. Volume 1, PRICE/COST INFORMATION.

Price/Cost Information: Offerors shall provide all price/cost information necessary to provide a meaningful basis for the government's analysis and evaluation of price/cost for the project as set forth in Section M of this solicitation. The Contractor shall insert its proposed price/cost in Section B. The Government is not requesting *certified* cost or pricing data. Offerors shall include in their proposal sufficient price/cost information that will enable the government to perform an evaluation in accordance with Section M. The offeror shall also provide a brief explanation of the work to be performed by each subcontractor (as applicable). If an offeror proposes an unusually low price, the offeror should also provide rationale to justify the price. The cost/price information shall be submitted in typed/printed format for legibility.

III. Volume 2, PRESENT & PAST PERFORMANCE:

- (a) When addressing Present & Past Performance evaluation criteria set forth in Section M of the solicitation, the offeror shall forward a copy of the questionnaire (Attachment 6) to a minimum of three (3) projects, but may not exceed ten (10) references, for whom the offeror has contracted similar construction/services with the Federal, State and Local Government during the past three (3) years. If the offeror does not have government references, the offeror shall provide references from private industry sources that are not prohibited from furnishing information to the Government. The questionnaires must be forwarded to a verified point of contact at each of these agencies or business organizations for completion. **Prior to forwarding, the questionnaire to each reference, the offeror shall complete Part I, Contractor Information.** Offerors may include with their proposal, information on problems encountered on the identified contracts and the offeror's corrective actions. The Government will consider this information as well as information obtained from any other sources when evaluating the offeror's past performance. In selecting the references, offerors should consider the currency and relevancy of the past performance information. Current performance (Reference Section M.) may have greater impact than older performance. In determining relevancy to the solicitation requirement, offerors should make every effort to submit references in which similar construction methods and complexity were employed.

- (b) The cover letter you include with Attachment 6 should request your references to complete the questionnaire and e-mail it to [mike.sharpe@mountainhome.af.mil](mailto:mike.sharpe@mountainhome.af.mil), or mail it to **366 CONS/LGCC, ATTN: SSgt Mike Sharpe, 366 Gunfighter Avenue, Suite 498, Mountain Home AFB, ID 83648-5296**, or FAX to **(208) 828-4031** not later than the proposal due date. Offerors are responsible for ensuring that their reference sources receive the questionnaires in time to complete and return the questionnaire to 366<sup>TH</sup> Contracting Squadron not later than the proposal due date.
- (c) Offerors lacking relevant present/past performance experience may submit information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement if such information is relevant to this acquisition. In this case, offerors shall provide relevant information to allow government evaluators to conduct a Past/Present Performance evaluation on the predecessor companies, key personnel and/or subcontractors. Such information shall, as a minimum, include:
- (1) Name(s) of Predecessor Company/Subcontractor and/or Key Personnel and include:
- Complete Address
  - Telephone Number
  - Brief synopsis of relevant experience (a resume may be submitted for "Key personnel")
- (2) Provide five (5) references for each Predecessor Company, Subcontractor or Key Personnel and include for each reference:
- Complete Address;
  - Point of Contact;
  - Telephone Number;
  - Contract Number;
  - Contract Type;
  - Project Title;
  - Contract Period of Performance;
  - Brief** description of work;
  - Questionnaire with paragraphs (a), (b), (c), and (g) of Section 'A' completed by authorized representative.



- (d) Offerors shall submit with their proposal a **Reference List** identifying **all** businesses and Federal, State or Local government agencies for whom the offeror has been awarded a contract during the past three (3) years for the period beginning **01 Feb 97** through solicitation release date. If an offeror has more than 15 awarded contracts during the past 3-year period, then identify only the last 15 **consecutive** awarded contracts. For each reference on the list of awarded contracts, identify the following:

Company/Government Agency name;  
Complete address;  
Point of Contact;  
Telephone number;  
Contract Number;  
Contract Type;  
Project Title;  
Period of performance;  
**Brief** description of the work.

The Reference List shall also include and separately identify the name of the references to whom the offeror sent the questionnaires. (This will facilitate follow-up by the government if necessary.)

- (e) Other Present/Past Performance Considerations (Optional): Offerors are encouraged to include in Volume 2, information relevant to the following:
- (1) Effectiveness of value engineering change (VEC) proposals (Provide a brief description; impact on cost, schedule, efficiency or quality; contract number; name and phone number of customer benefiting from the VEC.)
  - (2) Professional/Industry awards (Identify award type, date of award and copy of certificate if applicable.)
  - (3) Letters of appreciation, recognition or commendation etc. received on behalf of a customer may be submitted. The government will consider up to five (5) such documents
  - (4) Unique skills and accomplishments (Explain unique skills and/or accomplishments and provide supporting information for verification.)

The information, if provided, shall be limited to the period beginning 01 Feb 97 through solicitation release date.

**L-818. PROPOSAL SUBMISSION**

- a. Submit your proposal in accordance with paragraph L-817 to arrive **NO LATER THAN 29 MAR 2000, 4:30 P.M., LOCAL TIME**,
- b. Submit your past performance in accordance with paragraph L-817 to arrive **NO LATER THAN 29 MAR 2000, 4:30 P.M., LOCAL TIME**,
- c. All proposals delivered in response to this solicitation shall reflect the following information on the address label:
  - (1) Solicitation Number F10603-00-R0008.
  - (2) The legend, "To be delivered unopened to the Contracting Officer", and
  - (3) The volume and copy numbers contained in each box/envelope.
- d. Submit your proposal to the following address:

366<sup>th</sup> CONTRACTING SQUADRON  
ATTN: SSGT MIKE SHARPE  
366 GUNFIGHTER AVENUE SUITE 498  
MOUNTAIN HOME AFB, ID 83648-5296

**L-828. TELEGRAPHIC/TELEPHONIC/FACSIMILE RESPONSES**

- (a) The term "Telegram" includes mailgrams.
- (b) Telephonic receipt of modifications or withdrawals do not qualify the telegrams/telefax as being timely. The telegram itself must be received by the proper official at the Government installation by the time specified.
- (c) Telegraphic/telephonic/facsimile proposals **will not** be considered.

**L-829. TELEGRAPHIC OR FACSIMILE MODIFICATION/WITHDRAWAL OF PROPOSALS**

Telegraphic/Facsimile modification of proposal or withdrawal of proposal **are not** authorized.

**L-831. RECEIPT OF PROPOSALS**

Proposals will not be considered "received" until physically delivered to the 366<sup>th</sup> Contracting Squadron, 366 Gunfighter Avenue Suite 498, Mountain Home AFB, ID 83648-5296. Delivery to the Post Office Box will not constitute "receipt".

#### **L-835. DEBRIEFING OF UNSUCCESSFUL OFFERORS**

IAW FAR 15.505 -- Preaward Debriefing of Offerors. Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing, before award (10 U.S.C. 253(b)(6)(A) and 41 U.S.C. 253b(f)-(h)). The offeror may request a preaward debriefing by submitting a written request for debriefing to the contracting officer within 10 days after receipt of the notice of exclusion from the competition.

IAW FAR 15.506 -- Postaward Debriefing of Offerors. An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in accordance with 15.503(b), shall be debriefed and furnished the basis for the selection decision and contract award.

Debriefings are conducted with the goal of identifying to unsuccessful offerors where changes can be made to improve future participation. To that end, debriefings requested will be conducted with only one offeror at a time. Offerors requesting a debriefing shall provide their questions in writing in advance of the debriefing. The debriefing shall be confined to a discussion of the offeror's proposal, its strong and weak points in relation to the requirements of the solicitation

#### **L-836. DISPOSITION OF UNSUCCESSFUL PROPOSALS**

In compliance with FAR Subpart 4.8, the Government will retain one hard copy of all unsuccessful proposals. Extra copies of such unsuccessful proposals will be destroyed by the Government.

#### **L-837. CENTRALIZED CONTRACTOR REGISTRATION SYSTEM (CCRS)**

All contractors doing business with the Department of Defense (DOD) must register with the CCRS. The CCRS applies to all contractors; those doing business electronically and those who are not. Contractors not registered in the CCRS will not be eligible for contract award. Register with CCRS by contacting the DOD Electronic Commerce Office at one of the following:

Address:  
Electronic Commerce Office  
ATTN: Electronic Commerce Office  
5111 Leesburg Pike, Suite 9104  
Falls Church, VA 22041

Telephone: 1-800-EDI-3414  
FAX: 703-681-1225  
E-mail: dodedi@acq.osd.mil  
Web Site: <http://ccr.edi.disa.mil>

**SECTION M  
REPRESENTATIONS AND INSTRUCTIONS  
EVALUATION FACTORS FOR AWARD**

**M-1. EVALUATION CRITERIA FOR AWARD**  
(IAW FAR 13.106-2(b), 14.201-5(c), and 15.204-5(c))

For the purposes of award, offers will be evaluated based on the following criteria:

Price/Performance Trade-off (PPT)  
General Considerations

**Introduction:** This is a best value, single award acquisition. The Government intends to award one contract to the offeror deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conforms to the RFP's requirements and are judged to represent the best value to the Government. The best value is the most advantageous offer, price and other factors considered, and consistent with the Government's stated importance of evaluation criteria. This may result in award being made to a higher-rated, higher-priced offeror where the contracting officer determines that an offeror's past/present performance of the higher-priced offeror outweighs the cost difference. To arrive at a best value decision, the contracting officer will integrate the evaluation of PPT and General Considerations (described below). While the Government and the Contracting Officer will strive for maximum objectivity, the evaluation process, by its nature, is subjective and therefore, professional judgment is implicit throughout the entire evaluation process.

**The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.** The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The Government reserves the right to reject any or all offers if such action is in the Government's best interests.

**M-2. EVALUATION CRITERIA**

- I. Evaluation factors of past performance and general considerations, when combined, are significantly more important than cost or price. The evaluation process is as follows:**
- (a) First, the government will evaluate an offeror's Present/Past Performance using descriptive adjectives that most accurately defines the offeror's performance for each subfactor identified in Section M.
  - (b) Second, the government will make a "Best Value" determination considering an offeror's past/present performance and total proposed price for the project.

- (c) Finally, the government will evaluate an offeror's Subcontracting, Plan (Applicable to large businesses) and make a responsibility determination. These elements are described under "General Considerations" of Section M.

## II. Past/Present Performance Evaluation

- (a) Based on evaluation results, the Government will assign a performance confidence rating for each proposal. The evaluation may consider an offeror's business practices, customer relationship, ability to successfully perform as proposed and other considerations as described in paragraph (e) Past/Present Performance Subfactors. Based on the evaluation results, the government will assign one of five confidence ratings as defined in paragraph (i) below. An offeror with no past performance may receive a rating based on the evaluation of its predecessor companies, key personnel and/or subcontractors. If such information is not applicable (i.e. the offeror does not have a predecessor company, key personnel or subcontractors with relevant experience), the offeror will be evaluated as "neutral".
- (b) In assessing performance confidence, the evaluator may: (1) evaluate present and past performance information through the use of questionnaires completed by an offeror's references; (2) use data independently obtained from other sources; (3) rely upon personal business experience with the offeror; and (4) consider any information the offeror submits which explains any problems encountered on the identified contracts and the offeror's corrective actions.
- (c) The evaluation may take into account present/past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition. The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing, contracts.
- (d) In accordance with FAR 15.106(a)(2), if award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposals (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond or to resolve minor clerical errors).
- (e) Past/Present Performance Subfactors. There are five (5) subfactors, with Quality of Work as the most significant factor. These will be rated in the following order: (1) Quality of Work, (2) Timely Performance, (3) Management Effectiveness, (4) Compliance with Labor Standards, and (5) Compliance with Safety Standards. The numbered items under each subfactor describe areas which may be evaluated. All subfactors are of equal importance:
  - (1) **Quality of Work**
    - a. Quality of Workmanship
    - b. Adequacy of the Quality Control
    - c. Adequacy of Materials
    - d. Adequacy of Submittals
    - e. Adequacy of As-Built

- f. Use of specified materials
  - 1. Identification/correction of deficient work in a timely manner.
- g. Suggested solutions and displayed initiative to implement solutions.

(2) **Timely Performance**

- a. Provided submittals in a timely manner.
- b. Submittals were well researched and clearly identified the proposed item.
- c. Submittals accurately matched contract requirement.
- d. Developed realistic progress schedules.
- e. Met established progress schedules.
- f. Submission of updated and revised progress schedules
- g. Resolution of delays
- h. Completion of punchlist items

(3) **Management Effectiveness**

- a. General Business Practices:
  - 1. Contractor provided experienced managers, and supervisors with the technical and administrative abilities needed to meet contract requirements.
  - 2.
    - a. Hired experienced subcontractors.
    - b. Paid subcontractors/suppliers in a timely manner.
  - 3. Provided well substantiated pricing data for change orders.
  - 4. Completed all contract work prior to requesting final inspection. Left no major discrepancies.
  - 5. Contractor provided timely and satisfactory response to warranty issues after project completion.
  - 6. The contractor cooperated to resolve problems, attending meetings (as applicable) and maintained communication to assure satisfactory resolution.
- c. Pricing
  - 1. The contractor submits proposals that accurately represent the work required.
  - 2. The contractor's supporting price/cost information for modifications are accurate, complete and reasonable (not over inflated or under estimated).
  - 3. The contractor's overall pricing performance.

- d. Site Management/Supintendent
  - 1. Site manager ensured compliance to contract requirements and safety regulations.
  - 2. Site manager acted promptly to resolve problems and ensure work quality.
  - 3. Site manager had sufficient authority to make decisions or take actions during project performance.
  - 4. Site manager consistently present on site when work was performed.
- e. Contractor's overall Management Effectiveness performance.

(4) **Compliance With Labor Standards**

- a. Submitted payrolls in a timely manner.
- b. Payrolls were complete and correct.
- c. Compliance with labor laws and regulations with specific attention to the Davis-Bacon Act

(5) **Compliance with Safety Standards**

- a. Adequacy of safety plan
- b. Implementation of safety plan

- (f) Other Present/Past Performance Considerations: The government may also consider the following issues in evaluating an offeror's past/present performance. These issues may help differentiate between two or more otherwise equal offerors or provide additional guidance in deciding a descriptive performance confidence assessment (e.g. "Exceptional" or "Very Good") for a specific offeror if there is a question as to which adjective is most appropriate:

- (1) Effectiveness of value engineering change proposals (impact on reducing cost or schedule, increasing efficiency or improving quality);
- (2) Professional/Industry awards;
- (3) Letters of appreciation, recognition or commendation etc. received on behalf of a customer may be submitted. The government will consider up to five (5) such documents.
- (4) Unique skills and accomplishments.
- (5) Assessment of liquidated damages (frequency, circumstances, severity of problem etc.).
- (6) Contractor Desirability: Based on the contractor's overall performance, how willingly would a customer re-hire the contractor?

- (g) Currency, Relevancy, Trends: The government will consider the currency, relevancy and trends of the performance information while conducting its performance evaluation. For the purpose of this solicitation, currency is performance occurring within the last three (3) years for the period beginning **01 Feb 97** through the solicitation release date. Within this period, performance occurring later in the period may have greater significance than work occurring earlier in the period. For example, performance information for work occurring during January 1999 may have greater importance than performance information for work occurring during November 1995. In assessing relevancy, the government may evaluate an offeror's references for similarity of the construction methods provided and scope of contract (e.g. complexity of effort). Performance *trends* may - depending upon the circumstances - have greater significance than sporadic incidents of "Exceptional" or "Unsatisfactory" performance.
- (h) The Government reserves the right to obtain and evaluate past/present performance information from any source it deems appropriate.
- (i) The following adjectives and related definitions will be used in the evaluation of Past/Present performance:

E	V	S	N	M	U
Exceptional	Very Good	Satisfactory	Neutral	Marginal	Unsatisfactory
Performance met all contract requirements and exceeded many to the Government's benefit. Problems, if any, were negligible and were resolved in a timely, highly effective manner.	Performance met all contract requirements and exceeded some to the Government's benefit. There were a few minor problems which the contractor resolved in a timely, effective manner.	Performance met contract requirements. There were some minor problems, and corrective actions taken by the contractor were satisfactory.	No record of past performance, or the record is inconclusive.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	Performance did not meet contractual requirements. There were serious problems, and the contractor's corrective actions were ineffective.

- (j) Offerors assigned the same performance adjective (e.g. "Exceptional") for each subfactor will receive the same performance adjective at the Factor level (i.e. the "overall" performance rating inclusive of all subfactors). Offerors receiving different performance adjectives at the subfactor level will be assigned an overall performance rating based on the subjective judgment of the Contracting Officer. However, an offeror receiving at least one "Unsatisfactory" subfactor rating shall receive an "overall" rating of "Unsatisfactory". To receive an "overall" rating, of "Exceptional", the offeror shall have *at least one* (1) subfactor rated "Exceptional" and the other subfactors rated "Very Good".



III. **Price Evaluation:**

- (a) The purpose of the price/cost evaluation is to determine whether an offeror's proposed prices/costs for the project are realistic and complete in relation to the solicitation requirements and to provide an assessment of the reasonableness of the proposed price/cost. Prices/costs will be evaluated in accordance with FAR Clause 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns.
- (b) The government will conduct a price/cost evaluation of each offeror's proposal to determine whether or not each proposal complies with the stated criteria: "Reasonableness", "Completeness" and "Realism". Those proposals evaluated as not satisfying all of the price/cost criteria may be eliminated from the competitive range unless the contracting officer determines:
  - (1) A minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process or
  - (2) The contracting officer determines discussions are required.
    - a. **Reasonableness** of an offeror's proposal is evaluated through cost or price analysis techniques as described in FAR Subpart 15.305(a)(1) and (4). For the cost (price) to be reasonable, it must represent a cost (Price) that provides best value to the Government when consideration is given to prices in the market, technical and functional capabilities of the offeror and risk.
    - b. **Completeness** is evaluated by assessing the level of detail the offeror provided in cost/price data for all requirements in the specifications and assessing the traceability of estimates. For the cost (price) data to be complete, the offeror must provide all the data that is necessary to support the offer. The amount of data required will vary depending on the requirement.
    - c. **Realism** is evaluated by assessing the compatibility of proposed costs with proposal scope and effort. For the cost (price) to be realistic, it must reflect what it would cost the offeror to perform the effort if the offeror operates with reasonable economy and efficiency. Proposals unrealistically high or low in price, when compared to the government estimate may be indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without discussion. Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an unbalanced/inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of price realism rests solely with the offeror.

- IV. General Considerations: The government will evaluate the following items to ensure compliance with FAR requirements. Any such evaluation of the items will not be used for determining relative merit among the proposals and will not be used as a rated factor during the proposal evaluation process.
- (a) Contractor Responsibility: In accordance with FAR 9.104, the contracting officer will make a determination of responsibility of the prospective contractors.
  - (b) Subcontracting Plan: (applicable to large businesses only) In accordance with FAR 19.7 -- Subcontracting, with Small Business, Small Disadvantaged Business and Women-Owned Small Business Concerns, the government shall evaluate the offeror's subcontracting plan, the methods used to determine subcontracting goals, and the approach to implementing the subcontracting plan on a pass or fail basis. The plan shall include all mandatory sections, in accordance with FAR 19.704 and its supplements. Failure to submit or agree to negotiate changes to the subcontracting plan shall make the offeror ineligible for award of a contract.

BRS Document Viewer  
General Decision Number ID000001

General Decision Number ID000001  
Superseded General Decision No. ID990001  
State: Idaho Construction Type:  
HEAVY HIGHWAY  
County(ies):  
STATEWIDE  
HEAVY AND HIGHWAY CONSTRUCTION PROJECTS  
Modification Number Publication Date  
0 02/11/2000

COUNTY(ies):  
STATEWIDE  
CARP0001D 06/01/1999

	Rates	Fringes
AREA 1:		
CARPENTERS	21.56	5.60
PILEDRIVERS	21.82	5.60
MILLWRIGHTS	22.66	5.60
DIVERS	53.46	5.60
DIVERS TENDERS	25.65	5.60

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CARP0808A 01/01/2000

	Rates	Fringes
AREA 2:		
ZONE 1:		
CARPENTERS	19.74	6.43
PILEDRIVERS	19.91	6.43
MILLWRIGHTS AND MACHINE ERECTORS	20.03	6.43
DIVERS	48.88	6.43
DIVERS TENDERS	19.91	6.43

Zone Differential (Add to Zone 1 rates):  
Zone 2 - \$1.00

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ELEC0073D 01/01/2000

	Rates	Fringes
KOOTENAI COUNTY		
ELECTRICIANS	22.72	3%+8.13
CABLE SPLICERS	23.12	3%+8.13

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ELEC0077A 02/01/2000

	Rates	Fringes
AREA 1:		
LINE CONSTRUCTION:		
CABLE SPLICERS	29.41	6.75+3.875%
LINEMEN, POLE SPRAYERS,		
HEAVY LINE EQUIPMENT MAN	26.52	6.75+3.875%
LINE EQUIPMENT MEN	22.86	5.00+3.875%
POWDERMEN, JACKHAMMERMEN	19.95	5.00+3.875%
GROUND MEN	18.74	5.00+3.875%
TREE TRIMMER	20.57	5.00+3.875%

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ELEC0291B 06/01/1999

	Rates	Fringes
ADAMS, ADA, BOISE, CANYON, ELMORE, GEM, OWYHEE, PAYETTE, VALLEY AND WASHINGTON COUNTIES ELECTRICIANS (including traffic signalization)	21.63	5.67+4.4%

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ELEC0291C 03/01/1999

	Rates	Fringes
AREA 2:		
CABLE SPLICER	27.59	5.20+4.25%
LINEMAN	25.00	5.20+4.25%
LINE EQUIPMENT MECHANIC (RIGHT-OF-WAY)	21.17	5.20+4.25%
LINE EQUIPMENT OPERATOR	21.17	5.20+4.25%
GROUNDMAN	15.45	4.87+4.25%

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ENGI0370B 01/01/2000

	Rates	Fringes
AREA 2:(Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)		
THERE IS A HAZMAT CLASSIFICATION INCLUDED IN EACH GROUP		
POWER EQUIPMENT OPERATORS:		
ZONE 1:		
GROUP 1	20.39	5.12
GROUP 2	20.55	5.12
GROUP 3	20.92	5.12
GROUP 4	21.23	5.12
GROUP 5	21.40	5.12
GROUP 6	21.58	5.12
GROUP 7	21.94	5.12
GROUP 8	22.17	5.12
GROUP 9	22.40	5.12
GROUP 10	22.65	5.12

Zone Differential (Add to Zone 1  
rate): Zone 2 - \$1.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Brakeman; Crusher Plant Feeder (Mechanical); Deckhand;  
Grade Checker; Heater Tender; Land Plane; Pumpman

GROUP 2: Air Compressor; Assistant Refrigeration Plant  
Operator; Bell Boy; Bit Grinder Operator; Blower Operator  
(cement); Bolt Threader Machine Operator; Broom; Cement Hog;  
Concrete Mixer; Concrete Saw multiple cut; Discing - Harrowing or  
Mulching (regardless of motive power); Distributor Leverman;  
Drill Steel Threader Machine Operator; Fireman-all; Hoist-single  
drum; Hydraulic Monitor Operator-skid mounted; Oiler (single  
piece of equipment); Crusher Oiler; Pugmixer-Box Operator; Spray  
Curing Machine; Tractor-rubber tired farm type using attachments

GROUP 3: A-Frame Truck (hydra lift, Swedish Cranes, Ross  
Carrier, Hyster on construction jobs); Battery Tunnel Locomotive;  
Belt Finishing Machine; Cable Tenders (underground); Chip  
Spreader Machine (self-propelled); Hoist-2 or more durms or  
Tower Hoist; Hydralift-Fork lift & similar (when hoisting);  
Oilers (underground); Power Loader (bucket elevator conveyors);  
Rodman; Road Roller (regardless of motive power)

GROUP 4: Boring Machines (earth or rock); Quarrymaster-Joy-  
tractor mounted, Drills: Churn-Core-Calyx or Diamond; Front  
End & Overhead Loaders and similar machines -(up to and

including 4 yds)(rubber-tired); Grout Pump; Hydra-Hammer;  
Locomotive Engineer; Longitudinal Float Machine; Mobilemixer;  
Spreader Machine; Tractor-rubber tired-using Backhoe,  
Transverse Finishing Machine; Trenching Machines; Waggoner  
Compactor and similar; Asphalt Spreaders

GROUP 5: Concrete Plant Operator; Concrete Road Paver (dual);  
Elevating Grader Operator; Euclid Elevating Loader; Generator  
Plant Operator-Mechanic (diesel electric); Post Hole Auger or  
Punch Operator; Power Shovels, Backhoes and Draglines (under 3/4  
yd); Pumpcrete; Refrigeration Plant Operator(1000 tons and under;  
Road Roller(finishing high type pavement); Service Equipment  
Oiler; Skidder-rubber tired; Sub Grader; Multiple Station  
Beltline Operator; Screed Operator

GROUP 6: Asphalt Pavers-self propelled; Asphalt Plant  
Operator; Blade Operator (motor patrol); Concrete Slip Form  
Paver; Cranes - up to and including 50 ton; Crusher Plant  
Operator; Derrick Operator; Drilling Equipment (bit under 8  
inches) - Robbins Reverse Circulation and similar; Front End and  
Overhead Loaders and similar machines-over 4 yds to and  
including 7 yds; Koehring Scooper; Heavy Duty Mechanic or  
Welder; Mucking Machine (underground); Multi-batch Concrete Plant  
Operator; Piledriver Engineer; Power Shovels, Backhoes and  
Draglines (3/4 yd to and including 3 1/2 yds), Tractor-crawler  
type-including all attachments; Refrigeration Plant Operator  
(over 1,000 tons); Trimmer Machine Operator; Concrete Pump Boom  
Truck; All Scrapers up to and including 40 yards

GROUP 7: Cableway Operator; Continuous Excavator (Barber Greene  
WL-50); Cranes-over 50 tons; Dredges; Drilling Equipment (bit 8  
inches and over)-Robbins Reverse Circulation & similar; Fine  
Grader-CMI or equivalent; Front End & Overhead Loaders &  
similar machines-(over 7 yards); Power Shovels & Draglines over  
3 1/2 yards; Quad type Tractors with all attachments; all  
Scrapers, pulling wagons, belly dumps and attachments (over 40  
yards to and including 60 yards); Multiple Scraper Units; Tower  
Crane Operator

GROUP 8: Scrapers - Euclid & similar, pulling wagons, belly  
dumps and attachments, over 60 yards to and including 80 yards

GROUP 9: Scrapers - Euclid and similar, pulling wagons, belly  
dumps and attachments, over 80 yards to and including 100  
yards

GROUP 10: Scrapers - Euclids and similar, pulling wagons, belly  
dumps and attachments, over 100 yards

BOOM PAY: All Cranes and Concrete Pump Boom Trucks

100 ft to 150 ft	\$.15 over scale
150 ft to 200 ft	\$.30 over scale
Over 200 ft	\$.45 over scale

NOTE: In computing the length of the boom on Tower Cranes, they  
shall be measured from the base of the tower to the point  
of the boom.

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ENGI0370D 06/01/1999

	Rates	Fringes
AREA 1: (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)		

POWER EQUIPMENT OPERATORS:

ZONE 1:

GROUP 1A	20.51	5.45
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GROUP 1	21.06	5.45
GROUP 2	21.38	5.45
GROUP 3	21.99	5.45
GROUP 4	22.15	5.45
GROUP 5	22.31	5.45
GROUP 6	22.59	5.45
GROUP 7	22.86	5.45
GROUP 8	23.96	5.45

Zone Differential (Add to Zone 1  
rate): Zone 2- \$2.00

BASE POINTS: Spokane, Moses Lake, Pasco, Washington; Lewiston,  
Idaho Zone 1: Within 45 radius miles from the main post office  
Zone 2: Outside 45 radius miles from the main post office

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors  
(under 2000 CFM, gas, diesel, or electric power); Deck Hand;  
Drillers Helper (assist driller in making drill rod connections,  
service drill engine and air compressor, repair drill rig and  
drill tools, drive drill support truck to and one the job site,  
remove drill cuttings from around bore hole and inspect drill rig  
while in operator); Fireman & Heat Tender; Grade Checker; Hydro-  
seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking  
Machine; Pumpman; Rollers, all types on subgrade, including seal  
and chip coatings (farm type, Case, John Deere & similar, or  
Compacting Vibrator), except when pulled by Dozer with operable  
blade; Welding Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration  
Plant (under 1000 ton); Assistant Plant Operator, Fireman or  
Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing  
Machine; Blower Operator (cement); Cement Hog; Compressor (2000  
CFM or over, 2 or more, gas, diesel or electric power); Concrete  
Saw (multiple cut); Distributor Leverman; Ditch Witch or similar;  
Elevator Hoisting Materials; Dope Pots (power agitated); Fork  
Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks  
(pipeline); Hoist, single drum; Loaders (bucket elevators and  
conveyors); Longitudinal Float; Mixer (portable-concrete);  
Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad  
Ballast Regulation Operator (self-propelled); Railroad Power  
Tampor Operator (self-propelled); Railroad Tampor Jack  
Operator (self-propelled); Spray Curing Machine (concrete);  
Spreader Box (self-propelled); Straddle Buggy (Ross & similar  
on construction job only); Tractor (Farm type R/T with  
attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums), Assistant  
Refrigeration Plant & Chiller Operator (over 1000 ton);  
Backfillers (Cleveland & similar); Batch Plant & Wet Mix  
Operator, single unit (concrete); Belt-Crete Conveyors with  
power pack or similar; Belt Loader (Kocal or similar); Bending  
Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock  
under 8" bit)(Quarry Master, Joy or similar); Bump Cutter  
(Wayne, Saginaw or similar); Canal Lining Machine (concrete);  
Chipper (without crane); Cleaning & Doping Machine (pipeline);  
Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green &  
similar); Elevating Grader-type Loader (Dumort, Adams or similar);  
Generator Plant Engineers (diesel or electric); Gunnite  
Combination Mixer & Compressor; Locomotive Engineer; Mixermobile;

Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Tractor (to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond)(operates drilling machine, drive or transport drill rig to and on job site and weld well casing); Equipment Serviceman, Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Planer Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8" bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8" bit & over)(Robbins, reverse circulation & similar)(operates drilling machine, drive or transport drill rig to and on job site and weld well casing); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar)

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoes (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor Patrol & Attachments, Athey & Huber); Boom Cats (side); Cableway Controller (dispatcher); Clamshell Operator (under 3 yds.); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle and Screening Plant Operator; Dozer, 834 R/T & similar; Draglines (under 3 yds.); Drill Doctor; H.D. Mechanic; H.D. Welder; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, Rubbert-tired; Screed Operator; Shovel (under 3 yds.); Tractors (D-6 & equivalent & over); Trenching Machines (7 ft. depth & over); Tug Boat Operator; Vactor Guzzler, Super Sucker

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds. & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination Machine Operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell, dragline; Derricks & Stifflegs (65 tons & over); Elevating Belt (Holland type); Heavy Equipment Robotics Operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine

Operator; Whirleys & Hammerheads, ALL

GROUP 8: Cranes (85 tons and over, and all climbing, overhead,  
rail and tower); Loaders (overhead and front-end, 10 yards and  
over); Helicopter Pilot

BOOM PAY: (All Cranes, including Tower)

180' to 250' \$.30 over scale

Over 250' \$.60 over scale

NOTE: In computing the length of the boom on Tower Cranes,  
they shall be measured from the base of the Tower to the  
point of the boom.

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IRON0014A 07/01/1999

	Rates	Fringes
ADAMS (REMAINDER), BENEWAH, BONNER, CLEARWATER, IDAHO, KOOTENAI, LATAH, LEMHI (NW CORNER), NEZ PERCE, SHOSHONE, VALLEY (NW 1/3) AND WASHINGTON (NW 1/2) COUNTIES		
IRONWORKERS	23.47	10.35

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IRON0732A 06/01/1999

	Rates	Fringes
ADA, ADAMS (E. CORNER), BANNOCK, BEAR LAKE, BINGHAM, BLAINE, BOISE, BUTTE, BONNEVILLE, CAMAS, CANYON, CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GEM GOODING, JEFFERSON, JEROME, LEMHI (REMAINDER), LINCOLN, MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY (SE 2/3) AND WASHINGTON (SE 1/2) COUNTIES		
IRONWORKERS	19.31	8.51

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LABO0155A 01/01/2000

	Rates	Fringes
AREA 2: (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)		
THERE IS A HAZMAT CLASSIFICATION IN EACH GROUP LABORERS:		
ZONE 1:		
GROUP 1	17.78	6.05
GROUP 2	17.88	6.05
GROUP 3	17.98	6.05
GROUP 4	18.08	6.05
GROUP 5	18.13	6.05
GROUP 6	18.38	6.05
GROUP 7	18.63	6.05
GROUP 8	18.03	6.05
GROUP 9	18.18	6.05
GROUP 10	18.28	6.05

Zone Differential (Add to Zone 1  
rate): Zone 2 - \$1.00

LABORERS CLASSIFICATIONS

GROUP 1: General laborers; Sloper, cleaning and grading; Form  
stripper; Concrete crew; Concrete curing crew; Carpenter tender;  
Asphalt laborer; Hopper tender; Flagman (including Pilot car);  
Watchman; Heater Tender; Stake jumper; Choker setters; Spreader  
and weighman; Scouring concrete; Rip Rap Man (hand placed);  
Crusher tender; Cribbing and shoring (in open ditches); Machinery  
and parts cleaner; Leverman, manual or mechanical; Demolition,



salvage; Landscaper; Tool roomman; Traffic Stripping Crew; Asbestos Abatement Laborers; Janitor (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Chuck tender; Driller tender; Air tampers; Gunnite nozzleman tender; Pipewrapper; Tar pot tender; Concrete sawyer; Concrete Grinder; Signalman, handling cement; Dumpman; Steam nozzleman; Air and water nozzleman (Green Cutter, Concrete); Vibrator (less than 4"); Pumpcrete and grout pump crew; hydraulic Monitor; Hydro Blaster

GROUP 3: Pipelayer, including sewer, drainage, sprinkler systems and water lines; Free Air Caisson; Jackhammer; Paving Breaker; Chipping Gun Concrete; Powderman Tender; Asphalt Raker; Gasoline powered Tamper; Electric Ballast Tamper; Sand Blasting; Form Setter, airport paving; Gunman (Gunitite); Manhole Setter; Hand guided machines, such as Roto Tillers, Trenchers, Post-Hole Diggers, Walking Garden Tractors, etc.; Cutting Torch

GROUP 4: Hod Carrier; Mason Tender; Plaster Tender; Mason Tender (concrete); Terrazzo-Tile Tender

GROUP 5: Highscaler; Wagon Drill; Grade Checker; Gunnite Nozzleman; Timber faller and buckler

GROUP 6: Diamond Drills; Drillers on Drills with Manufacturers rating 3" or over

GROUP 7: Powderman

#### UNDERGROUND WORK

GROUP 8: Reboundman; Chucktender; Nipper; Dumpman; Vibrator (less than 4"); Brakeman; Mucker; Bullgang

GROUP 9: Form Setter and Mover

GROUP 10: Miners; Machineman; Timbermen; Steelmen; Drill Doctors; Spaders and Tuggers; Spilling and/or Caisson Workers; Vibrator (over 4")

LAB00238B 06/01/1999

	Rates	Fringes
AREA 1:		
LABORERS:		
ZONE 1:		
GROUP 1	17.40	4.51
GROUP 2	19.50	4.51
GROUP 3	19.77	4.51
GROUP 4	20.04	4.51
GROUP 5	20.32	4.51
GROUP 6	21.69	4.51

Zone Differential (Add to Zone 1 rates): Zone 2 - \$2.00

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office

#### LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs, and relief of flagperson); Window Washer; Washer/Cleaner(Detail cleanup, such as but notlimited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Cleanup laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form

construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker; Miner, Class "A" (to include bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly and dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Buckler and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Form Setter, paving; Grader Checker Using Level; Jackhammer Operator Miner, Class B (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow, power driven

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include, horizontal construction joint clean-up brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunnite (to include operation of machine and nozzle); High Scaler; Miner, Class C (to include miner, nozzleman for concrete, laser beamoperator and operator and rigger on tunnels); Monitor Operator, air track or similar mounting; Mortar Mixer; Nozzleman (to include jet blasting nozzle, over 1,200 lbs., jet blast machine power-propelled, sandblast nozzle); Pavement Breaker, 90 lbs. and over Pipelayer (to include working topman, caulker, collerman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamper); Pipewrapper; Plasterer Tenders; Vibrators, all

GROUP 5 - Drills with dual masts; Hazardous Waste Worker, Level A; Miner Class "D" (to include raise and shaft miner, laser beam operator on raises and shafts)

GROUP 6 - Powderman

LABO0238F 06/01/1999		
	Rates	Fringes
AREA 1		
HOD CARRIERS	20.19	4.51

LABO0257A 06/01/1992

	Rates	Fringes
AREA 1:		
LABORERS		
LANDSCAPERS	10.69	3.37

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PAIN0054F 07/01/1998

	Rates	Fringes
KOOTEANI COUNTY		
PAINTERS*:		
Brush, Roller, Paperhanger,		
Striping, Steam-Cleaning and		
Spray	11.80	2.68
*\$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work over 30 feet.		

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PLAS0072A 06/01/1999

	Rates	Fringes
AREA 1:		
ZONE 1:		
CEMENT MASONS	21.57	5.24
Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00		
BASE POINTS: Spokane, Moses Lake, Pasco, and Lewiston		
Zone 1: 0-45 radius miles from the main post office		
Zone 2: Over 45 radius miles from the main post office		

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PLAS0219B 01/01/2000

	Rates	Fringes
AREA 2:		
CEMENT MASONS:		
ZONE 1		
GROUP 1	15.56	10.05
GROUP 2	15.76	10.05

CEMENT MASONS CLASSIFICATIONS

GROUP 1: - JOURNEYMAN CEMENT MASON (including but not limited to hand chipping and patching, all types grouting and pointing of all concrete constructions, screed setting including screed pins, dry packing of all concrete including Embeco, plugging and filling all voids, etc., concrete construction, waterproofing of concrete with Thoroseal or similar materials.

GROUP 2: - CEMENT MASON (magnesite terazzo and mastic composition, two component epoxies, Clary and similar type screed operator, sandblasting of concrete for architectural finished only, Power chipping and bushhammer, all color concrete work, Power Trowel Operator, Power Grinder Operator, Gunnite and Composition Floor Layer).

Zone Differential (Add to Zone 1 rates): - \$1.00

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PLUM0044D 06/01/1998

	Rates	Fringes
AREA 1:		
PLUMBERS AND PIPEFITTERS	26.81	8.29

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PLUM0296A 06/01/1999

	Rates	Fringes
AREA 2:		
PLUMBERS AND PIPEFITTERS	22.54	7.02

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TEAM0483A 01/01/2000

Rates

Fringes

AREA 2: (Anyone working on HAZMAT  
jobs working with supplied air  
shall receive \$1.00 per hour  
above classification)

THERE IS A HAZMAT CLASSIFICATION INCLUDED IN EACH GROUP

TRUCK DRIVERS:

ZONE 1

GROUP 1	17.87	7.38
GROUP 2	18.24	7.38
GROUP 3	18.47	7.38
GROUP 4	18.65	7.38
GROUP 5		
CLASS A	18.47	7.38
B	18.65	7.38
C	18.88	7.38
D	19.38	7.38
E	19.62	7.38
F	20.06	7.38

Zone Differential (Add to Zone 1 Rate):

Zone 2 - \$1.00

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Leverman Loading at Bunkers; Pilot Car or Escort  
Driver Flat Bed-2 Axle and Pickup Hauling material; Water Truck  
(1,000 gallons and under); Ambulance Driver; Flat Bed-3 Axle;  
Fuel Truck (1,000 gallons and under); Greaser; Tireman;  
Serviceman; Buggymobile; Manhaul (Shuttle Truck or Bus)

GROUP 2: Slurry or Concrete Pumping Truck; Flat  
Bed using Power Takeoff; Semi Trailer-Low Boy (up to 96,000  
lbs. GVW); Bulk Cement Tanker (up to 96,000 lbs. GVW); Fork Lift  
(Bull Lift, Hydro Lift), Ross Hyster and similar Straddle  
equipment; "A" Frame Truck (Swedish Crane, Iowa 3,000 Hydro  
Lift); Transit Mix Truck (0-10 yds); Warehouseman Loading and  
Unloading

GROUP 3: Water Tank Truck; Fuel Truck (over 1,000 gallons);  
Transit Mix Trucks (10 yards & over), Dumptors; Distributor or  
Spreader Truck; Field Tireman-Serviceman; Snow Plow (Truck  
Mounted); Warehouseman; Counterman, Shipping Receiving, Cardex.

GROUP 4: Low Boy (96,000 lbs. GVW & over); Bulk Cement Tanker  
(96,000 lbs. GVW & over); Transit Mix Trucks (over 10 yards);  
Turnarocker & similar equipment; Warehouseman General

GROUP 5:

CLASS: A - Truck - Side, end and bottom dump, 0-16 yards,  
inclusive.  
B - Truck - Side, end and bottom dump, 16-30 yards,  
inclusive.  
C - Truck - Side, end and bottom dump, 30-50 yards,  
inclusive, and Truck Mechanic.  
D - Truck - Side, end and bottom dump, 50-75 yards,  
inclusive.  
E - Truck - Side, end and bottom dump, 75-100  
yards inclusive.  
F - Truck - Side, end and bottom dump, over 100  
yards.

TEAM0690A 06/01/1999

	Rates	Fringes
AREA 1: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)		
TRUCK DRIVERS:		
ZONE 1:		
GROUP 1	17.42	7.31
GROUP 2	19.69	7.31
GROUP 3	20.19	7.31
GROUP 4	20.52	7.31
GROUP 5	20.63	7.31
GROUP 6	20.80	7.31
GROUP 7	21.33	7.31
GROUP 8	21.66	7.31

Zone Differential (Add to Zone 1  
rate): Zone 2 - \$2.00)

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston  
Zone 1: 0-45 radius miles from the main post office  
Zone 2: 45 radius miles and over from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat  
Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and  
under); Leverperson (loading trucks at bunkers); Trailer Mounted  
Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel  
Operator; Tractor (small, rubber-tired, pulling trailer or  
similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile &  
Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under);  
Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000  
lbs.); Fuel Truck Driver; Steamcleaner & Washer; Power Operated  
Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck  
Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson;  
Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6  
yds.); Trucks, side, end, bottom & articulated end dump (3 yards  
to and including 6 yards); Warehouseperson (to include shipping &  
receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser;  
Trucks, side, end, bottom & articulated end dump (over 6 yds. to  
& including 12 yds.); Truck Mounted Hydro Seeder;  
Warehouseperson; Water Tank Truck (0-8000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under);  
Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer  
Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds.  
to and including 10 yds.); Trucks, side, end, bottom &  
articulated end dump (over 12 yds. to & including 20 yds.);  
Truck-Mounted Crane (with load bearing surface either mounted or  
pulled), up to 14 ton; Vacuum truck (super sucker, guzzler,  
etc.); Water Tank Truck (8,001-14,000 gallons)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift  
(over 16,000 lbs.); Dumps (Semi-end); Lowboy (over 50 tons);  
Mechanic (Field); Transfer Truck & Trailer; Transit Mixers &  
Trucks Hauling Concrete (over 10 yds. to & including 20 yds.);  
Trucks, side, end, bottom & articulated end dump (over 20 yds. to  
& including 40 yds.); Truck and Pup; Tournarocker, DW's &  
similar, with 2 or more 4 wheel-power tractor with trailer,  
gallage or yardage scale, whichever is greater; Water Tank  
Truck (8001-14,000 gallons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom & articulated end dump(over 40 yds. to & including 100 yds.); Truck mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons)

GROUP 8: Prime Movers & Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR - This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with self-contained breathing apparatus.

NOTE: Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

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ZONE DEFINITIONS

AREA 2

(If a project is located in more than one zone the lower zone rate shall apply)

Zone 1: That area within the State of Idaho located within 30 miles on either side of I-84 from the Oregon-Idaho State Line on the West to the Intersection of I-84 and I-86 in Cassia County, then following I-86 to Pocatello, then following I-15 to Idaho Falls, then following State Highway #20 - 10 miles north to the intersection with Moody Road then following I-15 south from the city of Pocatello to a point 10 miles South of the Southern Boundary of Bannock County extended to the West.

Zone 2: The remaining area of that portion of the State of Idaho south of Parallel 46 (the Washington-Oregon State Line extended eastward to Montana) that is not included in Zone 1 as described above.

AREA DEFINITIONS

(APPLIES TO ALL CRAFTS)

AREA 1:

Benewah, Bonner, Boundary, Clearwater, Idaho (North of the 46th Parallel), Kootenai, Latah, Lewis, Nez Perce, and Shoshone Counties.

AREA 2:

Ada, Adams, Bannock, Bear Lake, Bingham, Blaine, Boise, Butte, Bonneville, Camas, Canyon, Caribou, Cassia, Clark, Custer, Elmore, Franklin, Fremont, Gem, Gooding, Idaho (South of the 46th Parallel), Jefferson, Jerome, Lemhi, Lincoln, Madison, Minidoka, Oneida, Owyhee, Payette, Power, Teton, Twin Falls, Valley, and Washington Counties.

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WELDERS - Receive rate prescribed for craft performing operation for which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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## AIR WEATHER SERVICE CLIMATIC BRIEF

M  O  N  T  H	TEMPERATURE (F)				PRECIPITATION (IN)				SNOWFALL (IN)			SURFACE WINDS		
	MEAN		EXTREME		MONTHLY		MAX 24 HOURS	MONTHLY		MAX 24 HOURS	PVLG DRC TN (16PT)		SPEED	
	DAILY	MAX	MIN			MEAN	MAX	MIN		MEAN	MAX			MEAN (KT)
JAN	37	22			1.1	2.9	.2	.7	4	19	9	ESE	7	9
FEB	44	27			.7	3.2	.1	.5	2	14	6	ESE	7	46
MAR	52	30			.6	1.7	#	.6	2	9	5	NW	8	62
APR	61	36			.7	1.9	.1	.8	#	4	3	NW	9	59
MAY	71	45			.7	2.7	.1	.9	#	#	#	NW	8	50
JUN	81	53			.9	0.2	#	1.4	#	#	#	NW	7	49
JUL	92	60			.3	1.7	#	.8	0	0	0	NW	6	51
AUG	89	58			.4	3.3	0	1.3	0	0	0	NW	5	61
SEP	79	49			.4	1.6	0	.7	#	#	0	NW	5	47
OCT	65	38			.4	1.6	0	.6	#	2	1	ESE	6	61
NOV	49	30			.9	2.4	.1	.8	1	8	5	ESE	6	46
DEC	29	24			.9	2.0	#	.6	3	10	5	ESE	7	69
ANN	63	39			8.0	3.3	0	1.4	12	19	9	NW	7	69
*EYR	28	28			28	28	28	28	28	28	28	10	10	28

\*EYR: EVALUATED YEARS

F10603-00-R0008

Attachment 2 Page 1 of 1

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SCHEDULE OF MATERIAL SUBMITTALS													PROJECT NUMBER		PROJECT TITLE		SOLICITATION/CONTRACT NMBR			
													MTH 99-0020		Repair JP-8 Fuel Tanks					
LINE NUMBER	ITEM OR DESCRIPTION OF ITEM, CONTRACT REFERENCE, TYPE OF SUBMITTAL	TO BE COMPLETED BY PROJECT ENGINEER											TO BE COMPLETED BY CONTRACT ADMINISTRATOR							
		# OF COPIES REQUIRED											DATE RECVD. IN CONTRACTING	DATE TO CIVIL ENGINEERING	RETURN SUSPENSE DATE	SUBMITTAL NUMBER	DATE CONTRACTOR NOTIFIED	CONTRACTOR RESUBMITTAL	FINAL APPROVAL	REMARKS
		CERTIFICATION OF COMPLIANCE	SHOP DRAWINGS	SAMPLES	COLOR SELECTION	MFG. RECOMMENDATIONS	MFG. WARRANTY	CATALOG DATA	OPERATING INSTRUCTIONS	TESTS	OTHER	READ. SUBMISSION DATE								
1	Section 01010 1.8D Health & Safety Plan											3								
2	Section 01010 1.8E Safety Data Sheets											3								
3	Section 01010 1.9A Warranty List					3						3								
4	Section 01010 1.10A Permits											3								
5	Section 01010 1.11E Testing	3										3	3							
6	Section 01061 1.9C Disposal Plan											3								
7	Section 01300 1.1G Construction Progress Schedule											3								
8	Section 01300 1.1M Schedule of Inspection and Test "Schedule"											3								
9	Section 01300 1.1R Daily Reports											2								
10	Section 01631 1.1F1 Product Substitution	3	3	3	3	3	3					3								
11	Section 09800 1.3 Submittals		3			3	3	3												

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### **DETERMINATION OF RESPONSIBILITY**

In an effort to determine your company responsible, the following items are requested:

- a. The name of your banking institutions, to include points of contact and phone numbers.
- b. The names of at least three (3) suppliers that you do business with, to include points of contact and phone numbers.
- c. A minimum of three (3) contracts (not more than 10), either ongoing or completed, government or commercial, to include points of contact and phone numbers.
- d. A copy of your most current financial statement prepared by a certified public accountant, to include CPAs notes.
- e. A statement indicating how long you have been doing this type of work.
- f. If your company is incorporated, when you became incorporated.
- g. State whether or not any of the work will be subcontracted, and if so, state which parts.
- h. State what your company specializes in.
- i. State whether or not you will be renting any equipment, if so, state the item(s) and provide proof of ability to obtain rental (i.e., rental agreement).
- j. State whether or not this work will conflict with any other ongoing government or commercial contracts you have.

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**CERTIFICATE OF COMPLIANCE WITH INSURANCE REQUIREMENTS**

The undersigned Contractor hereby acknowledges that he/she has read and understands the insurance requirements specified in this contract and hereby agrees that; (1) such insurance will be maintained in at least the amounts and types specified in this contract and during any modifications and/or time extensions granted thereto; (2) the policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective for such period as the laws of the State in which this contract is to be performed or until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer; (3) Idaho Workmen's Compensation Insurance, or letter of reciprocal agreement with another state, shall be maintained on this contract for and during the entire performance period and for any modifications and/or time extensions granted thereto; and (4) a copy of all subcontractors' proofs of required insurance shall be maintained and shall be made available to the Contracting Officer upon request. This agreement shall become a part of the above referenced contract file.

**INSURANCE COMPANY(S):**

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**[Name(s)]**

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**[Telephone Number(s)]****CONTRACTOR:**

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**[Name]**

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**[Address]**

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**[Authorized Signature]**

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**[Date]**

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**[Typed name and title]**

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**PPT INFORMATION QUESTIONNAIRE FORM**

The government is placing increased emphasis in its acquisitions on “past performance” as a source selection evaluation factor. The information that will be provided in this questionnaire is significantly more important than cost or price in determining a source to award subject RFP Solicitation.

Part I needs to be completed by the Offeror then forwarded to his/her Reference in accordance with the instructions below.

Part II needs to be completed by the Reference then forwarded to the 366 Contracting Squadron in accordance with the instructions below.

**PART I. OFFEROR’S PAST OR PRESENT CONTRACT INFORMATION**

**Instructions on how to fill out questionnaire.** First make sure the document is protected (locked). Then you can use the “Tab” key to tab through each line or you can use your mouse to click on the line you want to type in your applicable information. Do not type past the length of the line. Tab to the next appropriate line to continue. If more space is needed, then go to page 10 to continue narration. Be sure to identify your continued narration with the respect line number. Upon completion click “Save” to save your information.

**Instructions on how to forward questionnaire.** When you have completed your portion of this questionnaire you then need to forward this to your Reference. It is preferred that you forward this via electronic means (i.e. e-mail, 3 ½ floppy). It is advised that you use return receipt. Be sure to attach a cover letter requesting your Reference to fill out the evaluation portion and forward to the 366 Contracting Squadron on or before the Offer/Bid Opening Date and Time. The 366 Contracting Squadron should receive this completed questionnaire via electronic means directly from your Reference. Printed hard, typed or hand written copies will still be accepted via mail or Fax.

1. Contractor (Name, Address, and Zip code):

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2. Contract Number: \_\_\_\_\_
3. Program/Project Title: \_\_\_\_\_  
\_\_\_\_\_
4. Type of Contract : **Fixed Price** ☐ **Cost Reimbursement** ☐ **Other** ☐ (Explain)  
\_\_\_\_\_  
\_\_\_\_\_
5. Description, location, and relevancy of work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Brief description of effort as **Prime** ☐ or **Subcontractor** ☐.  
(Please indicate whether it was development and/or production, or other acquisition  
phase and highlight portions considered most relevant to current acquisition).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Complexity of Work : **Difficult** ☐ **Routine** ☐
8. Performance Period: \_\_\_\_\_
9. Date of Award: \_\_\_\_\_
10. Original Contract Dollar Value: \_\_\_\_\_
11. Current/Completed Contract Dollar Value: \_\_\_\_\_
12. If amounts for 8 and 9 above are different, provide a brief explanation for the reason.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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13. Contract Completion Date (including extensions): \_\_\_\_\_

14. Type and Extent of Subcontracting :

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15. Point of Contact Information:

a. Procuring Contracting Officer:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

b. Administrative Contracting Officer (if applicable):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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c. Contracting Officer's Representative:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**PART II. RESPONDENT/GOVERNMENT OFFICIAL'S INFORMATION AND  
PERFORMANCE EVALUATION**

The government is placing increased emphasis in its acquisitions on "past performance" as a source selection evaluation factor. You have been provided as a reference in response to the solicitation for Repair JP-8 Fuel Tanks at Mountain Home AFB ID. In order for the government to evaluate the past performance of the firm providing you as a reference, please complete this questionnaire and forward to the 366 Contracting Squadron in accordance with the instructions listed below.

The individual knowledgeable of the contractor's day-to-day operations and overall performance should complete this questionnaire. However, that individual is encouraged to supplement their own knowledge of the contractor's performance with the judgment of others within their organization, as applicable.

**Instructions on how to fill out questionnaire.** First make sure the document is protected (locked). Then you can use the "Tab" key to tab through each line or you can use your mouse to click on the line you want to type in your applicable information. Do not type past the length of the line. Tab to the next appropriate line to continue. For the evaluation portion it is easiest to use the mouse to point and click on the square of your choice. Choose just one square for each item. Upon completion click "Save" to save your information.

**Instructions on how to forward questionnaire.** When you have completed your portion of this questionnaire you then need to forward this to the 366 Contracting Squadron, attention SSgt Jothan Watkins, before the Offer/Bid Opening Date and Time. It is preferred that you forward this via electronic means (i.e. e-mail, 3 ½ floppy). It is advised that you use return receipt. The 366 Contracting Squadron should receive this completed questionnaire via electronic means directly from the Reference. Printed hard, typed or hand written copies will still be accepted via mail or Fax.

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Offer/Bid Opening Date and Time: 29 Mar 2000, 4:30 P.M. Local Time

E-Mail to: mike.sharpe@mountainhome.af.mil

FAX to: 208-828-4031 or DSN 728-4031

Mail to: 366 Contracting Squadron  
Attn: SSgt Mike Sharpe  
366 Gunfighter Avenue Suite 498  
Mountain Home AFB, ID 83648-5296

P.O.C.: SSgt Mike Sharpe at 208-828-3111 or DSN 728-3111

1. Respondent/Government Official's Information

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

2. Relationship and time involved with Contractor:

\_\_\_\_\_

\_\_\_\_\_

3. Date questionnaire was completed: \_\_\_\_\_

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The following chart depicts the ratings that are to be used to evaluate the contractor's performance:

<b>E</b>	<b>VG</b>	<b>S</b>	<b>N</b>	<b>M</b>	<b>U</b>
<b>Exceptional</b>	<b>Very Good</b>	<b>Satisfactory</b>	<b>Neutral</b>	<b>Marginal</b>	<b>Unsatisfactory</b>
Performance met all contract requirements and exceeded many. Problems, if any, were negligible, and were resolved in a timely and highly effective manner.	Performance met all contract requirements and exceeded some. There were a few minor problems which the contractor resolved in a timely, effective manner.	Performance met contract requirements. There were some minor problems, and corrective actions taken by the contractor were satisfactory.	No record of past performance, or the record is inconclusive.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	Performance did not meet contractual requirements. There were serious problems, and the contractor's corrective actions were ineffective.

For any neutral, marginal, or unsatisfactory rating, please provide explanatory narratives in the remarks block. These narratives need not be lengthy, just detailed. If a question is not applicable, circle N/A. If more space is needed, use the back of the questionnaire or attach additional pages. If more space is needed, then go to page 10 to continue narration. Be sure to identify your continued narration with the respect line number.

**4. Quality of Work**

	<b>E</b>	<b>V</b>	<b>S</b>	<b>N</b>	<b>M</b>	<b>U</b>	<b>N/A</b>
a. Quality of Workmanship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Adequacy of the Quality Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Adequacy of Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Adequacy of Submittals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Adequacy of As-Builts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Use of specified materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Identification/correction of deficient work in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Suggested solutions and initiative to implement solutions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Remarks:

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**5. Timely Performance**

	<b>E</b>	<b>V</b>	<b>S</b>	<b>N</b>	<b>M</b>	<b>U</b>	<b>N/A</b>
a. Provided submittals in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Submittals were well researched and clearly identified the proposed item.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Submittals accurately matched contract requirement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Developed realistic progress schedules.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Met established progress schedules.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Submission of updated and revised progress schedules.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Resolution of delays.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Completion of punchlist items.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks:

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**Management Effectiveness**

**6. General Business Practices:**

	<b>E</b>	<b>V</b>	<b>S</b>	<b>N</b>	<b>M</b>	<b>U</b>	<b>N/A</b>
a. Contractor provided experienced managers, and supervisors with the technical and administrative abilities needed to meet contract requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Hired experienced subcontractors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Paid subcontractors/suppliers in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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General Business Practices Continued:

	<b>E</b>	<b>V</b>	<b>S</b>	<b>N</b>	<b>M</b>	<b>U</b>	<b>N/A</b>
d. Provided well substantiated pricing data for change orders.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Completed all contract work prior to requesting final inspection. Left no major discrepancies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Contractor provided timely and satisfactory response to warranty issues after project completion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. The contractor cooperated to resolve problems, attending meetings (as applicable) and maintained communication to assure satisfactory resolution.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks:

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7. Pricing

	<b>E</b>	<b>V</b>	<b>S</b>	<b>N</b>	<b>M</b>	<b>U</b>	<b>N/A</b>
a. The contractor submits proposals that accurately represent the work required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The contractor's supporting price/cost information for modifications are accurate, complete and reasonable (not over inflated or under estimated).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. The contractor's overall pricing performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks:

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<b>8. <u>Site Management/Superintendent</u></b>	<b>E</b>	<b>V</b>	<b>S</b>	<b>N</b>	<b>M</b>	<b>U</b>	<b>N/A</b>
a. Site manager ensured compliance to contract requirements and safety regulations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Site manager acted promptly to resolve problems and ensure work quality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Site manager had sufficient authority to make decisions or take actions during project performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Site manager consistently present on site when work was performed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks:

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Contractor's overall Management Effectiveness performance.      ☐ ☐ ☐ ☐ ☐ ☐ ☐

<b>9. <u>Compliance With Labor Standards</u></b>	<b>E</b>	<b>V</b>	<b>S</b>	<b>N</b>	<b>M</b>	<b>U</b>	<b>N/A</b>
a. Submitted payrolls in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Payrolls were complete and correct.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Compliance with labor laws and regulations with specific attention to the Davis-Bacon Act.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>10. <u>Compliance with Safety Standards</u></b>	<b>E</b>	<b>V</b>	<b>S</b>	<b>N</b>	<b>M</b>	<b>U</b>	<b>N/A</b>
a. Adequacy of safety plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Implementation of safety plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Remarks:

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**11. Overall Performance Rating**

**E V S N M U N/A**

- a. Please rate the contractor's overall performance under this contract.

☐ ☐ ☐ ☐ ☐ ☐ ☐

Remarks:

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The following area is provided for your continued narrations if more space was needed. Be sure to identify your continued narration by its respective Part and Item number (i.e. Part I – 5: or Part II – 4a). The computer should automatically add pages if it is required as you type your narrations.